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Orange, California
92869-3720

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BOARD OF DIRECTORS

Douglass S. Davert
President

Richard B. Bell
Vice President

John Dulebohn
Director

Seymour (Sy) Everett
Director

John L. Sears
Director

Lisa Ohlund
General Manager

October 17, 2016

Board of Directors
East Orange County Water District
185 N. McPherson Road
Orange, California 92869

Dear Members of the Board,

Please be advised that the regular meeting of the Board of Directors of the East Orange County Water District will be held on Thursday, **October 20, 2016, at 5:00 p.m.** in the offices of the East Orange County Water District, 185 N. McPherson Road, Orange, California. Enclosed please find the agenda for the meeting.

Very truly yours,

EAST ORANGE COUNTY WATER DISTRICT

By: 
Joan C. Arneson
Secretary

JCA/

Enclosures

cc: Mailing List

00190740.18

AGENDA

EAST ORANGE COUNTY WATER DISTRICT
(EOCWD)

Thursday,
October 20, 2016
185 N. McPherson Road, Orange, California

5:00 p.m.

1. **Call Meeting to Order and Pledge of Allegiance – President Davert**
2. **Public Communications to the Board**
3. **Addition of Items Arising After Posting of Agenda Requiring Immediate Action**
(Requires 2/3 vote or unanimous vote if less than 2/3 of members are present)

Recommended Motion: "THAT IT BE DETERMINED THAT THE NEED TO TAKE IMMEDIATE ACTION ON [SPECIFY ITEM(S)] CAME TO THE DISTRICT'S ATTENTION AFTER POSTING OF THE AGENDA AND THAT SUCH ITEM(S) BE ADDED TO THE AGENDA"

4. **Consent Calendar** (all matters listed are recommended for enactment without discussion by a single motion; a member of the Board may request that any item be removed for discussion)

Recommended Motion: "THAT THE CONSENT CALENDAR ACTIONS BE ADOPTED AS FOLLOWS"

- A. Minutes (Exhibit "A"): "THAT THE MINUTES OF THE SEPTEMBER 15, 2016 MEETING BE APPROVED AS SUBMITTED"
 - B. General Manager's Report (Exhibit "B"): "THAT THE GENERAL MANAGER'S REPORT BE RECEIVED AND FILED"
 - C. Agreement for vehicle maintenance services (Exhibit "C"): "APPROVE AND AUTHORIZE GENERAL MANAGER TO EXECUTE AGREEMENT WITH CITY OF ORANGE FOR VEHICLE MAINTENANCE SERVICES, SUBJECT TO NON-SUBSTANTATIVE CHANGES APPROVED BY THE GENERAL MANAGER"
5. **Operation, Management and Construction Matters**
 - A. Alexander Lane and Stoller Lane waterline improvements (Exhibit "D")

Recommended Motion: "THAT THE PROJECT BE APPROVED, THAT IT BE DETERMINED THAT THE PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND THAT THE GENERAL MANAGER BE AUTHORIZED TO FILE A NOTICE OF EXEMPTION"

- B. Engineering design and geotechnical services for Alexander Lane and Stoller Lane waterline improvements – award of contracts (Exhibit "E")

Recommended Motion: "THAT A CONTRACT WITH RCE CONSULTANTS, INC., FOR PROVISION OF ENGINEERING DESIGN SERVICES IN THE NOT-TO-EXCEED AMOUNT OF \$37,500 AND A CONTRACT WITH NINYO & MOORE, FOR PROVISION OF GEOTECHNICAL SERVICES IN THE NOT-TO-EXCEED AMOUNT OF \$15,978, BE APPROVED FOR THE ALEXANDER LANE AND STOLLER LANE WATERLINE IMPROVEMENTS, AND THAT THE GENERAL MANAGER BE AUTHORIZED TO EXECUTE THE CONTRACTS"

- C. Budget amendment – OC-70 meter (Exhibit "F")

Recommended Motion: "THAT THE WHOLESALE WATER BUDGETED AMOUNT FOR THE OC-70 METER PROJECT BE INCREASED TO \$29,980"

- D. Vehicle use policy (Exhibit "G")

Recommended Motion: "THAT RESOLUTION NO. ____ BE ADOPTED, ENTITLED: 'RESOLUTION OF THE BOARD OF DIRECTORS OF THE EAST ORANGE COUNTY WATER DISTRICT APPROVING VEHICLE USE POLICY'"

- E. Appointment of Operations Manager – report of appointment (Exhibit "H")

6. Financial Matters

- A. Approval of schedules of disbursements (Exhibit "I")
- B. Report on investments/ ratification of investment activity (Exhibit "J")
- C. Receipt and filing of financial statements (August 31) – (Exhibit "K")

Recommended Motion: "THAT THE SCHEDULES OF DISBURSEMENTS BE APPROVED AS SUBMITTED, THAT THE SCHEDULES OF INVESTMENTS BE RATIFIED AND APPROVED, AND THAT THE FINANCIAL STATEMENTS BE RECEIVED AND FILED"

7. Miscellaneous Matters

- A. Reports from committees and representatives to organizations

- B. Directors' reports on meetings attended at District expense (Government Code Section 53232.3)
- C. Wholesale and retail water usage report (Exhibit "L")

Recommended Motion: "THAT THE WHOLESALE AND RETAIL WATER USAGE REPORT BE RECEIVED AND FILED"

- D. Authorization of conference/meeting attendance (Exhibit "M")
 - (1) ACWA Fall Conference (Anaheim)
 - (2) MWDOC Water Policy Dinner (Anaheim)

8. Informational Items

- A. General interest publications (Exhibit "1") – included: Jeff Kightlinger, General Manager, *Metropolitan Water District H2outlook blog*, "Delta Restoration: Welcome Signs of Progress;" John Laird, Secretary, Natural Resources Agency, *The Mercury News*, "Delta Peril: Loma Prieta memories should remind"

9. Closed Sessions

- A. Closed session – conference with real property negotiators (Government Code Section 54956.8)
Property: 210 N. McPherson Road, Orange
Negotiating Parties: City of Orange
Agency Negotiator: General Manager Ohlund
Under negotiation: price and terms of payment
- B. Closed session – conference with Legal Counsel – existing litigation pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9 – *Irvine Ranch Water District v. Orange County Water District*, Case No. 30-2016-00858584-CU-WM-CJC

Open session: reports or actions pursuant to closed sessions

10. Adjournment

The scheduled date of the next Regular Meeting of the Board of Directors is **November 17, 2016**, at 5:00 p.m., in the offices of the East Orange County Water District, 185 N. McPherson Road, Orange, California

Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the East Orange County Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board are available for public inspection in the District's office, 185 N. McPherson Road, Orange, California ("District Office"). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available at the reception desk of the District Office during business hours at the same time as they are distributed to the Board members, except that if such writings are distributed less than one hour prior to, or during, the meeting, they will be available in the meeting room of the District Office.

Disability-related accommodations: The East Orange County Water District Board of Directors meeting room is wheelchair accessible. If you require any special disability-related accommodations (e.g., access to an amplified sound system, etc.) please contact Sylvia Prado in the District Office at (714) 538-5815 during business hours at least seventy-two (72) hours prior to the scheduled meeting. This agenda can be obtained in alternative format upon written request to Sylvia Prado in the District Office, at least seventy-two (72) hours prior to the scheduled meeting.

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF
EAST ORANGE COUNTY WATER DISTRICT

September 15, 2016

1. Call to Order. A Regular Meeting of the Board of Directors of the East Orange County Water District was called to order by DOUGLASS DAVERT, President of the Board of Directors, at 5:00 p.m. on Thursday, September 15, 2016, in the offices of the East Orange County Water District, 185 N. McPherson Road, Orange, California. JOAN ARNESON, Secretary, recorded the minutes of the meeting (General Manager OHLUND recorded the minutes for Item 10A).

The following Directors were present: RICHARD BELL, DOUGLASS DAVERT, JOHN DULEBOHN, SEYMOUR EVERETT and JOHN SEARS. Also present were:

LISA OHLUND	General Manager
JERRY MENDZER	Maintenance & Operations Superintendent
SYLVIA PRADO	District Administrative Assistant
JOAN ARNESON	District Secretary and Legal Counsel (by telephone)
BILL VANDERWERFF	Former Member of the Board
SANJAY GAUR	Raftelis Consulting Group
JUSTIN GLOVE	CommunicationsLab
KEVIN RICE	Citizens Advisory Committee
DAVID GREENWALD	Citizens Advisory Committee
BILL EVEREST	Consultant
NICHOLAS J. ARHONTES	Consultant
JOHN LEWIS	Lewis Consulting
MARK THOMAS	Lemon Heights Group
LILLY MCBEE	District resident

2. Public Communications to the Board. MARK THOMAS said he represented 10 homeowners with septic tanks who have been seeking to connect to the sewer for several years. He said they had worked with OCSD and were supportive of the EOCWD sewer transfer. He said the group met with President DAVERT and Ms. OHLUND and understands basically what is needed, and are looking for more detailed instructions. President DAVERT said that in accordance with the Brown Act a discussion of this will need to be placed on a future agenda.

3. Items Arising After Posting of Agenda. None.

5. Adoption of Retail Water Rates – Public Hearing. President DAVERT declared this to be the date, time and place set for the hearing on the proposed Retail Zone water service rate increases and declared the hearing to be open. He asked the Secretary if all requirements for notice had been met. Ms. ARNESON stated that the notices were mailed on July 26, 2016, and presented an affidavit of mailing.

ACTION TAKEN:

Upon a motion duly made, seconded and carried unanimously, the affidavit of mailing as presented to the Board was received and filed.

Ms. ARNESON briefly explained that the purpose of the hearing, under the California Constitution ("Proposition 218") was to permit the property owners or lessees as applicable to comment upon or present objections to the proposed rate increases.

General Manager OHLUND made an introductory presentation using powerpoint slides. She reviewed the history of the two operating divisions, wholesale and retail, the upgrading of the Retail Zone to standard since taking it over without reserves and other background for the rate study. SANJAY GAUR followed with a presentation of the Rate Study. He described the components of drought-driven sales reduction and pass-through increases. Mr. GAUR said the District's rates remain below reserve targets. He then detailed the components of the cost of service, and the allocation between fixed and variable charges, and showed the current bill versus the proposed increases. He said proposed drought rates were also recommended for flexibility in case they are necessary. In response to a question, Ms. ARNESON explained that the proposed rates for the remaining years will need to be acted upon by the Board, and there will be notice to the customers but a hearing process won't be required. President DAVERT added that the adopted levels are maximums.

Ms. OHLUND said in response to a question from Mr. VANDERWERFF that although the District's rates are not likely to be in the lowest 10% this time, some agencies have yet to undergo increase actions. She said that to the extent information is comparable, the proposed rates appear competitive with other Orange County retailers as noted.

President DAVERT reported that ten written protests were received.

ACTION TAKEN:

Upon motions duly made, seconded and carried unanimously, the hearing was closed and Resolution No. 783 was adopted, entitled "Resolution of the Board of Directors of East Orange County Water District Adopting Changes to Rates for the Sale of Water On A Retail Basis Within the District," adopting the increases as proposed.

President DAVERT thanked those in attendance.

4- Consent Calendar.ACTION TAKEN:

Upon a motion duly made, seconded and carried unanimously, the consent calendar actions were adopted as follows.

- A. Minutes: "THAT THE MINUTES OF THE AUGUST 9 AND AUGUST 18, 2016 MEETINGS BE APPROVED AS SUBMITTED"
- B. General Manager's Report: "THAT THE GENERAL MANAGER'S REPORT BE RECEIVED AND FILED"
- C. Platinum Consulting Group Master Agreement: "THAT A MASTER AGREEMENT BE APPROVED FOR ACCOUNTING AND TREASURER SERVICES"
- D. Amendment of capital projects budget to add Alexander Lane pipeline replacement: "THAT THE RETAIL ZONE 2016-17 CAPITAL PROJECTS BUDGET BE INCREASED BY \$190,000, FROM \$429,500 TO \$619,000, FOR THE STOLLER LANE/ ALEXANDER LANE PIPELINE REPLACEMENT PROJECT"

6. Operation, Management and Construction Matters.

- A. Wastewater discharge regulations – an Ordinance of the Board of Directors of the East Orange County Water District Establishing Wastewater Discharge Regulations – Second Reading and Adoption.

ACTION TAKEN:

Upon a motion duly made, seconded and carried unanimously, it was determined that the ordinance be read by title only, further reading of the ordinance was waived, and the ordinance was adopted.

Ms. ARNESON read the title of the ordinance.

- B. FOG Program regulations – an Ordinance of the Board of Directors of the East Orange County Water District Adopting Fats, Oils and Grease Control Regulations Applicable to Food Service Establishments – Second Reading and Adoption.

ACTION TAKEN:

Upon a motion duly made, seconded and carried unanimously, it was determined that the ordinance be read by title only, further reading of the ordinance was waived, and the ordinance was adopted.

Ms. ARNESON read the title of the ordinance.

- C. Indefinite Quantity General Engineering Services. Ms. OHLUND reported that in addition to Mr. EVEREST's services, general water and wastewater engineering services will be needed, initially budgeted for 30-40 hours and then tapering off. She said that through a request for proposals and ranking process through the Operations & Engineering Committee, RCE was identified as the recommended candidate.

ACTION TAKEN:

Upon a motion duly made, seconded and carried unanimously, a master agreement was awarded to RCE Engineering for ongoing general water and wastewater engineering services and a budget of \$100,000 was approved for the services.

7. Financial Matters.

A. Schedule of Disbursements. Schedules of disbursements in the following amounts were presented: \$711,536.30 from Wholesale and Retail Operating Funds, \$834.29 for directors' payroll, and \$75,702.44 for employees' payroll.

B. Investment Report/ Ratification of Investment Activity. Schedules of investments were presented.

C. Financial Statements (July 31). The financial statements were presented.

President DAVERT reported that the Finance Committee recommended approval of the schedule of disbursements and investment schedules, and receipt and filing of the financial statements.

ACTION TAKEN:

Upon a motion duly made, seconded and carried unanimously, the schedules of disbursements were approved as submitted, the schedules of investments were ratified and approved, and the financial statements were received and filed.

D. Budget Amendment – Improvement District 1 Capital Projects. Ms. OHLUND reported that a number of capital projects are needed, and it is hoped that some of these can be bundled for completion in a 6-9 month period. The \$950,000 estimate is from OCSD engineering staff.

ACTION TAKEN:

Upon a motion duly made, seconded and carried unanimously, the 2016-17 ID 1 capital projects budget was revised to \$1,666,100, to add \$950,000 for repairs and rehabilitation.

8. Miscellaneous Matters.

A. Reports from Committees and Representatives to Organizations. None.

B. Directors' Reports on Meetings Attended. President DAVERT reported that he and Ms. OHLUND met with the group of septic system owners as mentioned under Public Communications. Director SEARS reported on his attendance of the WACO meeting, which included a presentation on heavy flood scenarios. He said the UWI conference was well done.

C. Wholesale and Retail Water Usage. Ms. OHLUND reported that Retail Zone usage was 20% below 2013 levels.

ACTION TAKEN:

Upon a motion duly made, seconded and carried unanimously, the wholesale and retail water usage report was received and filed.

9. Informational Items.

A. General Interest Publications. Included were: *The Value of Water Coalition*, "Imagine A Day Without Water," and *David Sander, Mayor, City of Rancho Cordova*, "Commentary: Local Control Critical For All California Cities."

10. Closed Sessions. President DAVERT announced that the Board would meet in closed session as listed in the agenda, as follows: **(A)** conference with Legal Counsel – existing litigation pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9 – *Irvine Ranch Water District v. Orange County Water District*, Case No. 30-2016-00858584-CU-WM-CJC.

Following such announcement, Ms. ARNESON left the meeting.

OPEN SESSION

Open session was resumed, with Directors BELL, DAVERT, DULEBOHN, EVERETT and SEARS present. No action was reported from the closed session.

10. Adjournment.

ACTION TAKEN:

Upon a motion duly made, seconded and carried unanimously, the meeting was adjourned at 6:55 p.m., the next regular meeting date and time being Thursday, October 20, 2016, at 5:00 p.m., to be held in the Offices of the East Orange County Water District, 185 N. McPherson Road, Orange, California.

Respectfully submitted,

Joan C. Arneson

EAST ORANGE COUNTY WATER DISTRICT GENERAL MANAGER'S REPORT

October 2016

The following report is a summary of the District's activities over the past month.

GENERAL MATTERS

Reviewed correspondence, conferred with customers regarding billing issues and vendors/other interested parties regarding business with the District, and met with staff members regarding daily activities and on-going projects.

SEWER

A. ID1 Update

Personnel

- Three staff members now hold Class B licenses with another scheduled to test October 20th.
- Performance Pipeline provided list of completed Group 8 routine cleaning of Area #7.

Activities

- Held 5 sewer meetings with OCSD staff (3 weekly and 2 special meetings)
- Held 8 internal sewer meetings (4 weekly, 4 special)
- Placed an order for 46 manhole covers and frames with Alhambra Foundry for stock
- Continued meeting re: 120 structural repair issues with OCSD – spot repairs, CIPP, dig and replace, and Manhole repairs.
- Responded to 6 reports of possible blockage in sewer line - St. Thomas, Blue Ridge Drive, Park Skyline Rd, Pacific St., La Loma Drive, and Overhill Drive
- Continued work with SEDARU to refine system.
- Met with EEC to review FOG program
- Began emergency manhole assessment program to limit further manhole accidents; visually inspecting all 3,800 manholes
- Received draft shared service contract to City of Orange with their comments.
- Submitted No Spill Report to State for September
- Submitted first SSMP submittal to state
- Received tools and safety equipment for sewer crew.
- Finalized security system plan for sewer and water yards.
- Coordinated with OCSD on City of Tustin Street Repair project and manhole replacement/adjustment.
- Met with contractor responsible for maintaining lift station on Lemon Heights Drive to discuss H2S issue and cleaned EOCWD sewer lines on Lemon Heights Drive feeding into lift station.
- Issued 6 sewer and WZ water systems permits; 8 permits pending review
- Clarified OCSD role in local fee rebate program; they will administer this program through June 30, 2017 due to their responsibility for

WHOLESALE ZONE

A. Peters Canyon (6 MG) Reservoir Status Update

Security System – Security system connection to internet is at a standstill pending resolution of internet access with Crown Castle/AT&T.

Reservoir Roof – Met with E&O Committee on 10/13 to discuss roof project. Staff was directed to have further analysis performed on the reservoir to determine its ability to withstand a significant seismic event and issues surrounding inundation.

Leak Detection System: Work on equipment installation is being coordinated with SCADA work on the new meter installed on the inlet pipe at Peters Canyon Reservoir. Work is anticipated to be completed by the end of November.

B. OC-43/Walnut Takeout Vault Rehabilitation/Replacement

No activity has occurred on this issue.

C. Treatment Plant Feasibility Study Update

Staff is examining the potential for alternative funding sources for the plant through Townsend Public Affairs; alternative project delivery is also being examined. More information will be presented to the Board at an upcoming meeting.

D. OC-70 Meter Test Comparison

Background: An ongoing issue in the Wholesale Zone has been “unaccounted-for water.” For several years, staff has been investigating the seeming “loss” of millions of gallons of water each month – so much water in fact, that it would be creating large lakes somewhere if it was entering and escaping our system.

Over the past several years, staff has conducted many analyses and failed to find a cause or a pattern of loss that yielded clues as to the cause. After exhausting all reasonable possibilities on the District's side of the meter, we contacted MWDOD staff and sought their assistance in setting up a meeting with MWDSC (MET) to determine if the problem is on their side of the meter.

On June 2, 2015 staff/MWDOD held their first meeting with MET staff to review the history of this problem and the efforts that EOCWD has gone to find the cause. As a result of that meeting MET staff agreed to examine their meter, calibration and design of the meter installation.

A second meeting was held on July 20, 2015 with MET to further review MET's investigation; MET suggested that more investigation work be performed over the next month to better determine whether these discrepancies are related to meter error. Some recommendations that came out of the meeting were to pull the existing meter and inspect it for possible irregularities as well as inspect the check valve downstream of the meter to ensure it is holding tight during pumping conditions; EOCWD staff is working with MET staff to make operational arrangements so that the meter and check valves can be physically removed and examined. This work was initially scheduled for early September, however, no date has yet been identified.

On October 22, 2015 EOCWD staff met with MWDOD and MET staff to review and provide feedback on Met's draft test plan which identifies a step by step process of looking at various

components at the OC-70 pump station that could be causing the metering inaccuracies. A multi-step plan to determine the source of the error has been established and requires that staff isolate the Peters Canyon Reservoir during the first week of December to enable MWD to perform a thorough simultaneous flow test of the MWD meter, comparing it directly against the EOCWD 20" magnetic flow meter under varying scenarios. MWD Staff will be on hand at both locations to record readings. Various tests will be performed over a three-day period; EOCWD staff will be on-hand to observe.

On Monday, November 23, 2015 MWD staff sent an email to MWDOC stating that they had an issue with the EOCWD magmeter installation and wanted to proceed with inspecting their Venturi meter at OC-70 and their check valve. On Tuesday, November 24th, EOCWD staff participated in a conference call with MWDOC and MWD staff to discuss the issue. The outcome of that discussion was that MWD requested EOCWD relocate our existing mag meter so that a minimum of 18 feet (pipe diameter x 10) of straight pipe existed both upstream and downstream of the meter to eliminate the possibility of any interference to the meter; this would be an approximately \$20,000 expense for EOCWD. MWD asserts that there is too much interference to the mag meter in its current location with the isolation valve and 90 degree bend being too close.

At the January 14, 2016 Engineering Committee Meeting, staff discussed the concerns it had installing a vault and meter at the toe of the dam and discussed alternatives and rain delays for this project. Staff was directed to get pricing on a new 24" magnetic flow meter to install on the inlet line of the reservoir outside of the area near the dam face. Staff will be reporting back to the Committee on the costs for the meter purchase and installation.

At the February 15, Engineering and Operations Committee Meeting, staff reviewed the actions taken since the last meeting. The 24" magnetic flow meter has been ordered; delivery of the meter is expected by the middle of March. While waiting for the meter to arrive, staff will confirm with MWD that the installation location is acceptable and proceed with the vault installation. Once received, the meter will then be installed and tested. Coordination with MWDOC/MWD will be continued to perform a meter comparison flow test.

Staff submitted drawings and specifications to MWDOC for the new 24" magnetic flow meter as well as a site drawing showing the proposed location where the meter is to be installed. A meeting with MWDOC and MWD staff has been scheduled for March 23rd to enable them to perform a field inspection of the proposed meter installation location and to verify that it meets their standards. Once MWD has verified and accepted the location, staff will proceed with the work to install the vault and meter. A target date for completion of the meter installation is the second week of April.

On March 23rd, staff met with representative from MWDOC and MWD to perform a site visit at the Peters Canyon reservoir. The purpose of this meeting was to show MWD staff where the new 24" magnetic flow meter was to be installed. MWD staff agreed that the location was acceptable and emphasized that the installation should meet the manufacturer's specifications.

On April 15th, Staff received 100% plans and specs for meter vault and piping connections from Steve Andrews Engineering (SAE). Staff reviewed and provided final comments on May 5th. Revised drawings were received on May 9th. Staff is currently preparing requests for bid to construct the vault. Bids are expected by the end of May with construction beginning during the first part of June 2016.

Staff received bids for the construction of the vault. Unfortunately, the bids were much higher than anticipated. Staff decided to re-evaluate the design of the vault and reduce the size considerably thereby reducing the construction cost. Staff received and approved a proposal from Champion Paving to construct a pour in place vault structure at a cost of \$9,680. This work is scheduled for the 3rd week of July. Staff will be installing the 24" magnetic flow meter the week prior to the vault construction.

Update: Staff successfully installed the new meter on September 8th. The installation work included removing an 8 foot section of existing 24" pipe and installing a new 4 foot spool piece bolted to the meter. The spool piece was necessary to match the inside diameter of the mag meter to ensure metering accuracy. Staff completed the electrical work. SCADA work will be completed along with the vault work during the first part of November.

E. Handy Creek Road

The Irvine Community Development Company/The Irvine Company has sent a letter indicating that they are contesting the installation of the fiber internet line to the District reservoir (and two cell towers). District counsel is looking into the issue.

F. WZ Connection Permits

None to report.

RETAIL ZONE

1) East Orange DroughtReach™ Program

The conservation reduction for September was 31% (from 2013), exceeding our 15% mandatory requirement.

2) Well / Booster Station Operations

East Well – For September, 100% of the Retail Zone demand was met using groundwater. Total retail demand was 70 acre feet (AF).

West Well Project – Completed and back in service. The West Well had been offline since February 2013 due to a worn pump assembly; the East Well can and has been meeting our RZ demand, augmented by imported water purchases. Staff contracted with General Pump Company to install a new water lubricated pump and column assembly. General Pump was awarded the contract and was issued a Notice to Proceed on July 13th. The contractor completed the installation work of the West Well pump and motor the first week of September. Water quality samples were collected and lab results revealed that there was no bacteriological presence in the well. The Division of Drinking Water was notified of the water quality results and staff did receive permission to put the well back online.

Barrett Booster Pump Replacement – The 75HP booster pump has been offline since February 2013 as it runs in tandem with the West Well. Due to the time differential between the contractors ability to perform the work on the West Well and the lead time required in ordering the 75HP Barrett Booster pump replacement, the West Well and Booster Replacement project

will be done separately. At the April Engineering and Operations Committee meeting, staff recommended awarding the booster pump replacement project to Orange County Pump. The new pump was installed the week of August 15 and is operational.

Well Levels - Well water levels are continuing to drop as shown on the attached graph. The East Well pumping water level has fallen another 5 feet since the first week of August to the first week of September. The pumping water level is currently at 278 feet BGS (below ground surface). Staff will continue to closely monitor the levels. Please note that pumping water levels have been as low as 297 feet BGS back in July 2014.

3) Pressure Reducing Station Rehabilitation –

Work on the Orange Knoll PRS has been at a standstill since June pending review by the City of Tustin. The existing location of the Orange Knoll PRS is on the City of Tustin's reservoir site within a dedicated EOCWD water easement. The new Orange Knoll PRS was designed above ground which is a change from the original design; Tustin has provided comments and requirements that staff will review and incorporate, as appropriate, into the relocated PRS. We anticipate that final approval will be obtained by the end of November and we can proceed with finalizing the plans and bidding the project.

4) System Leaks

None to report.

5) Water Availability Request/Connection Permits

None.

JOINT SYSTEM (WZ & RZ) ACTIVITIES

Water Loss Audit

WSO will be out in late October to develop a specific strategy for addressing the most significant water loss occurring within our system.

SEDARU

Please see the attached Sedaru work report that provides information on work staff is performing and the types of customer interactions that staff are having.

A. Monthly Operations Activities

- Requested bids for vault work for new 6 MG inlet meter (Superintendent)
- Attend 2 weekly sewer meetings (Superintendent)
- Met with contractors and inspected work for West Well and booster station (Superintendent)
- Worked on 24" mag meter project (staff)
- Trained on sewer trucks with OCSD staff
- Responded to sewer calls (staff)
- Met with Jimni Systems Inc. to discuss Lemon Heights lift station
- Met with EEC to review flow chart for FOG program (Supertinedent)

General Manager's Report – September 2016

- Ordered misc. sewer supplies and tools (superintendent)
- Participated in safety meeting for proper use of sewer cleaning equipment (staff)
- Filed and certified CIWQS SSO report (staff)
- Train with OCSD personnel (staff)
- Attended quarterly OC WDR Meeting (Superintendent)
- Attended meeting at OC Public Works regarding easements (Supertintendent)
- Met with Representative for Santiago Hills II project (Staff)
- Worked in acquiring new server (staff)

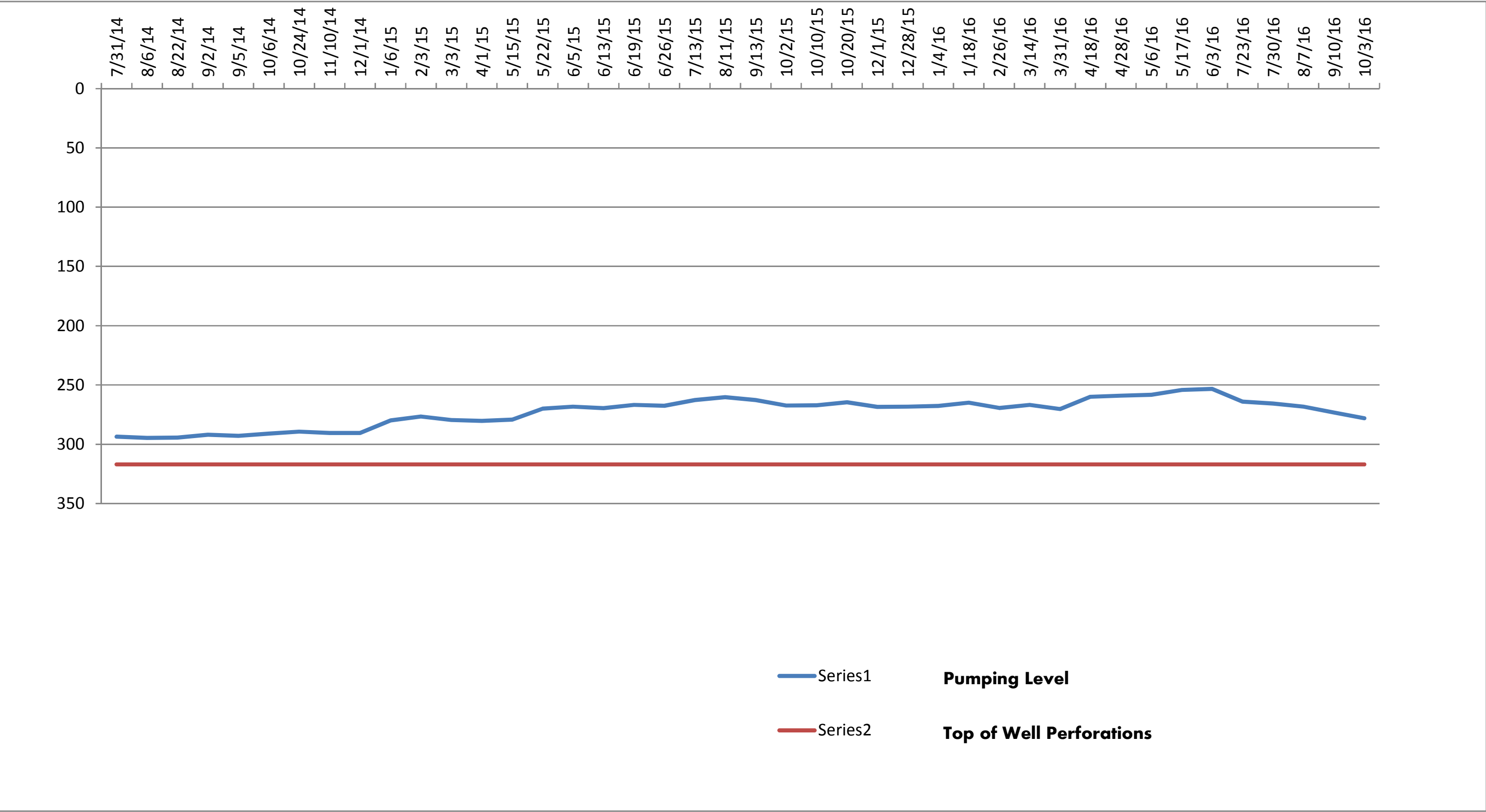
Weekly Tasks

- Attend weekly safety meetings (All field staff)
- Reviewed sewer cleaning operations with OCSD
- Performed weekly water quality sampling
- Measure static and pumping water levels in wells.
- Performed USA locations
- Responded to utility requests from the County and city of Orange
- Picked up water quality supplies and changed reagent bottles
- Clean-up, organize and restock service trucks
- Clean-up and organized shop
- Vehicle maintenance

Monthly Tasks

- Attend monthly staff meeting with General Manager (all employees)
- Attend committee meetings – Operations and Engineering (Superintendent)
- Prepared monthly CDPH water quality reports
- Prepared monthly CRWQCB report for well discharge
- Report retail water system production to State
- Performed dead-end flushing
- Read WZ meters
- Check WZ meter data; assist with preparation of WZ Billing
- Delivered Board agenda packages
- Participated in WEROC radio test

EAST ORANGE COUNTY WATER DISTRICT





MEMO

TO: BOARD OF DIRECTORS
FROM: GENERAL MANAGER
SUBJECT: DROUGHT RESPONSE REPORT – SEPTEMBER 2016
DATE: OCTOBER 20, 2016

Meetings

- N/A

Water Waste High Water Bill Phone Calls

- Jerry assisted customer at Smiley Drive with the irrigation system on September 14, 2016.
- Matthew assisted customer at Winnwood Lane with water conservation on September 16, 2016.
- Jerry assisted customer at St. Mary's Drive with water conservations on September 19, 2016.
- Matt assisted customer at Crawford Canyon road with irrigation system on September 27, 2016.

WUE Materials

N/A

Drought Social Media/Print Messaging Efforts

- EOCWD Facebook page is updated by Communications Lab and EOCWD Staff. 4 new posts were published on September-2016
- EOCWD Twitter page is updated by Communications Lab and EOCWD Staff. 10 new posts were published on September-2016
- EOCWD Website page is updated by Communications Lab and EOCWD Staff. A New slide was post "Imagine a Day Without Water"
- Foothill Sentry Ad: an Ad was published on September-2016 "If you Love Water Save Water".

Customer Rebate Activities

- No rebate activity on September-2016

Groundwater Replenishment System (GWRS) Credits

The GWRS production allocated to EOCWD can be reported as Indirect Potable Reuse (IPR). For the month of September, EOCWD showed an IPR credit of 14.7 acre feet (equivalent to 4.8 million gallons or 21 % of the RZ's September demand) that was sent to GWRS by sewer customers in the RZ for eventual reuse through the groundwater wells. This number represents "new" water that wasn't imported.

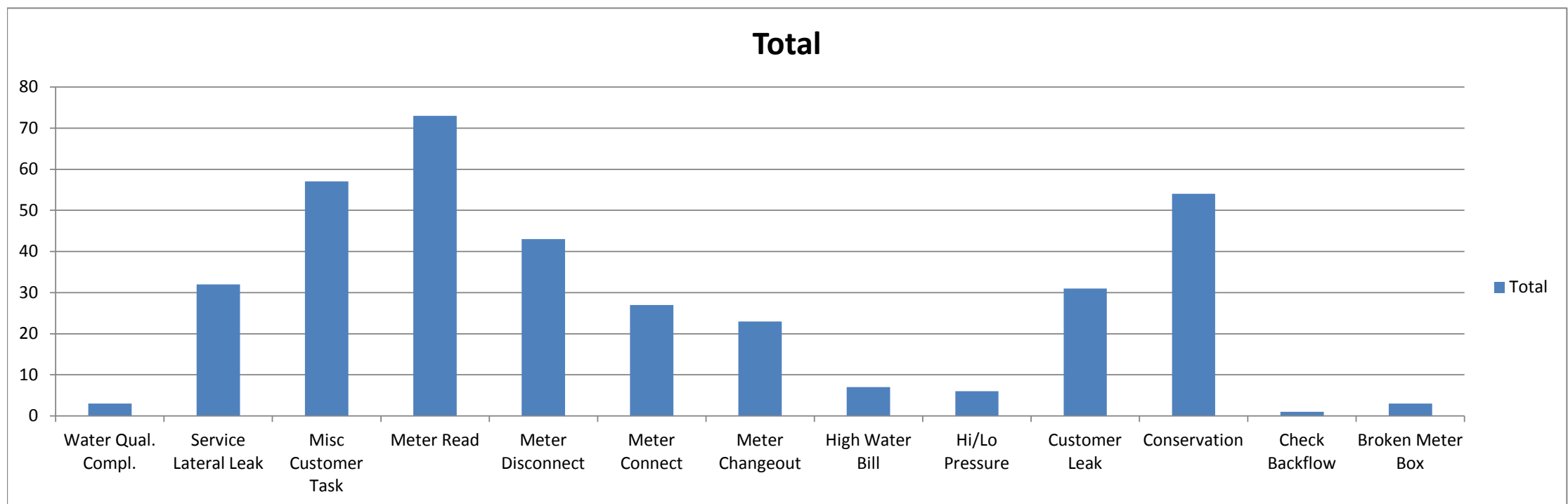
EOCWD Customer Work

YEAR (All)

Count of workdate	Column Labels												
Row Labels	OCT	NOV	DEC	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUNE 2016	JULY2016	AUGUST 2016	SEPTEMBER 2016	Grand Total
jmendzer	11	9	15	2	8		1	11	3		9	10	79
mnguyen			9	13	8	1	7	8					46
mplummer	28	17	10	8	14	6	17	27	41	19	29	20	236
Grand Total	39	26	34	23	30	7	25	46	44	19	38	30	361

YEAR (All)

Count of workdate	Column Labels												
Row Labels	OCT	NOV	DEC	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUNE 2016	JULY2016	AUGUST 2016	SEPTEMBER 2016	Grand Total
Broken Meter Box					2		1						3
Check Backflow								1					1
Conservation	6	12	11	5	1	1	3	7	1	5		2	54
Customer Leak	3		1	1	1	3	4	4	8	3	3		31
Hi/Lo Pressure		2			1		1		1	1			6
High Water Bill				1					2			4	7
Meter Changeout	3	1		3	4			4			7	1	23
Meter Connect	3	1	3	1	3		3	4	7		1	1	27
Meter Disconnect	10		4		6		4	2	9	1	4	3	43
Meter Read	2	6	8	9	2	2	5	9	3	6	8	13	73
Misc Customer Task	3		7		6	1	3	12	11	2	7	5	57
Service Lateral Leak	9	4		2	4		1	3	1		7	1	32
Water Qual. Compl.				1						1	1		3
Get Backflow Info									1				1
Grand Total	39	26	34	23	30	7	25	46	44	19	38	30	361



MEMO

TO: BOARD OF DIRECTORS
FROM: GENERAL MANAGER
SUBJECT: AGREEMENT WITH THE CITY OF ORANGE FOR VEHICLE MAINTENANCE SERVICES
DATE: OCTOBER 20, 2016

BACKGROUND

The District inherited two large sewer cleaning vehicles with the acquisition of the sewers: 1) 2000 Combination Jetter/Vacuum and, 2) 1994 Jetter. These vehicles are both multi-axle, over 12,500 Gross Vehicle Weight and have specialized, mechanized equipment attached to them. Maintenance of these vehicles is complex, and while there are private companies that perform these services, the companies are located in Los Angeles or Riverside counties and would require the equipment to be out of service for extended periods of time for any type of repair.

The City of Orange maintains a Fleet Services Department and have several sewer cleaning vehicles. District staff met with City of Orange staff to determine if they would be interested in providing maintenance support for these vehicles; Orange staff wanted to look at the equipment prior to making a commitment. City of Orange staff met with EOCWD and OCSD staff (prior to transfer) and assessed the sewer cleaning vehicles' respective condition. Based upon this, they agreed they would consider providing vehicle maintenance as a shared service for the sewer cleaning vehicles.

District legal counsel drafted the attached agreement, which has been reviewed and modified by the Orange City Attorney and Water Department staff. The City will provide a 30-day warranty for their work, and labor costs are approximately 40-50% less than private contractors. Staff estimates that this contract will initially range from \$20,000-\$25,000 as some deferred maintenance items are addressed, and then will be significantly less in subsequent years.

Staff reviewed the proposed contract with both the Finance and Engineering and Operations Committees and both recommend proceeding with this contract. It is anticipated that the City of Orange will bring this to the City Council for approval at their November 8th Meeting.

FINANCIAL IMPACT

Funding is included in 5151-30 Vehicle Maintenance as well as Capital Account 70207E-30.

RECOMMENDATION

The Board approve the Agreement to Perform Fleet Equipment Maintenance Services Between East Orange County Water District and the City of Orange.

AGREEMENT TO PERFORM FLEET EQUIPMENT MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into to be effective this _____ day of _____, 2016, by and between the EAST ORANGE COUNTY WATER DISTRICT, a county water district formed and existing pursuant to California Water Code Sections 34000 *et seq.* (hereinafter referred to as "EOCWD") and the CITY OF ORANGE, a municipal corporation (hereinafter referred to as "City").

RECITALS

WHEREAS, EOCWD and City are local agencies, and each of them owns and operates a fleet of motorized equipment in the performance of its functions; and

WHEREAS, with the staffing and equipment employed by City for the maintenance of its own fleet equipment and vehicles, City has the capability of providing services to assist EOCWD in the maintenance of EOCWD's fleet equipment and vehicles; and

WHEREAS, California Government Code Section 54981 permits a local agency to contract with another local agency for performance by the latter of municipal services or functions within the territory of the former; and

WHEREAS, EOCWD desires to retain, and City has offered to provide, services to EOCWD with respect to the inspection and maintenance of EOCWD's fleet equipment and vehicles as provided herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

Section 1: Services to be Provided. City shall provide an initial inspection with recommendations made, if necessary, to bring EOCWD's vehicles up to the City's and/or manufacturers' standards and City shall provide ongoing maintenance and repair services, based upon City's standards for City's vehicles, to EOCWD for EOCWD's equipment fleet identified herein.

1.1 Equipment Covered. The EOCWD fleet covered by this Agreement is described in Exhibit "A," attached hereto and by this reference incorporated herein. With the prior mutual written agreement of the parties set forth in the form of an addendum to this Agreement approved and executed by their respective Managers, equipment may be added to or removed from the covered equipment listed in this paragraph.

1.2 Services Covered; Authorization. The services to be provided by City shall include: (i) an initial inspection of the equipment covered and the making of service recommendations, if any, to bring the equipment up to the City's and/or manufacturers'

standards; (ii) ongoing and regular preventative maintenance in accordance with the City's standards or manufacturers' service recommendations, the current version of which is specified in Exhibit "B," but which shall be updated as needed to comply with the most recent maintenance recommendations, services, regulatory requirements, or recalls; and (iii) service and repairs as may be requested and scheduled by EOCWD or based upon City's standards for City's vehicles. Any individual service or repair which is estimated to cost more than \$4,000 (total parts and labor) shall require the specific prior authorization of the EOCWD General Manager or designee(s). If City determines that a requested work item cannot be adequately performed due to unavailability of parts or other reason, City shall have the right to decline to perform the item and shall so notify EOCWD. For any item of covered equipment added by an addendum pursuant to Paragraph 1.1, the addendum shall include an addendum to Attachment A, setting forth the maintenance schedule mutually determined for the added equipment. City will upload EOCWD equipment information into City's fleet maintenance software.

1.3 Scheduling and Location of Work. City will contact EOCWD to schedule regular preventative maintenance, in accordance with the schedule as reflected by the fleet maintenance program. EOCWD will contact City to schedule all other work. All services performed by City under this Agreement will be scheduled by City in consultation with EOCWD for mutual convenience and to accommodate City's scheduling of both EOCWD's and its own fleet maintenance work. Location and hours of operation for the City Fleet Maintenance facilities are as follows: Monday to Thursday 6:00am to 3:30pm. Preventative maintenance services will be performed at City's equipment yard at 637 W. Struck Ave., Orange, CA 92867. EOCWD will arrange for transport, at its own expense, of the equipment to City's Fleet Maintenance facilities at the location and during the hours listed above. EOCWD will arrange for any substitute equipment in the event necessary when EOCWD equipment is unavailable during service. City will, if personnel are available, provide roadside assistance of an EOCWD vehicle in an emergency, if the vehicle is within the City of Orange city limits. City does not provide any roadside assistance for tire related problems.

1.4 Warranty of Workmanship. City agrees to warrant its workmanship on each service and repair for a period of 30 days from completion of the work. The foregoing shall not in any way limit the guarantee on any furnished part for which the part manufacturer gives a guarantee for a longer period. Any work that fails during the 30 day warranty of workmanship period due to the fault of City workmanship will be repaired without charge. Repairs needed due to faulty parts, whether covered by manufacturer warranty or not, will be charged City labor charges.

1.5 Service Records. City shall promptly furnish EOCWD with a copy of the work order for each completed maintenance, service or repair, including any work performed by outside vendors. Each work order will contain a detailed listing of all parts installed, labor hours, and other services rendered to the vehicle.

Section 2: General Requirements for Services. Services will be performed by City employees; provided, however, City reserves the right to contract in the future for any or all of the services to be furnished under this Agreement.

Section 3: Billing and Payment. City will bill EOCWD for all services completed. The rates for the services shall be as set forth in the table below:

Labor \$80 /hr \$120 / hr overtime \$160 on Sunday and Holiday	(Includes all City benefits and overhead. Time will be rounded to nearest tenth of an hour.)
Parts and Materials	City Cost Plus 20% handling fee

EOCWD shall remit payment to City within thirty (30) days of receipt of invoice.

Section 4: Condition of Equipment; Responsibilities Not Assumed. Except as provided in Paragraph 1.4, City assumes no responsibility for the condition of EOCWD equipment and makes no other warranty, either express or implied, and hereby disclaims all warranties implied, statutory or otherwise with respect to the work, services and parts provided under this Agreement, and assumes no responsibility for any damage or injury that may result from any defect therein. The foregoing shall be in addition to and not in derogation of any immunities to which City may be entitled by law.

Section 5: Compliance With Laws. Each of the parties shall comply with all applicable laws, ordinances, codes, and regulations, whether local, state, or federal.

Section 6: Separate Fleets; Independent Contractor Status. Nothing in this Agreement shall be construed to make EOCWD's equipment a part of City's fleet for any purpose. EOCWD shall have full responsibility for obtaining and maintaining all required permits, applications, approvals and the like from the appropriate governing agencies having jurisdiction over EOCWD's equipment and operations, and City shall have no liability therefor. This Agreement is by and between EOCWD and City, and is not intended and shall not be construed so as to create the relationship of agent, servant, employee, partnership, joint venture or association, as between EOCWD and City.

Section 7: Designated Representatives; Communications. The parties agree that communications regarding scheduling of work, billing and all other operational communications under this Agreement shall be through their respective Designated Representatives, and that each party shall be bound by communications from its Designated Representatives. City hereby designates as its Designated Representative:

Alan Truong
Acting Senior Maintenance and Operations Manager
City of Orange
300 E. Chapman Ave.
Orange, CA 92866
714-532-6480
atruong@cityoforange.org

EOCWD hereby designates as its Designated Representative:

Lisa Ohlund
General Manager
East Orange County Water District
185 N. McPherson Road
Orange, CA 92869
(714) 538-5815
lohlund@eocwd.com

Each party may change its Designated Representatives from time to time by notifying the other party of the name and contact information of the new Designated Representatives.

Section 8: Insurance. The City is self-insured and shall maintain appropriate general liability, automobile liability and workers' compensation coverage. City will look to its self-insurance coverage for incidents caused by the negligent or intentional acts of its employees only. EOCWD shall maintain appropriate insurance to cover liability exposure for the negligent or intentional acts of its employees.

Section 9: Term. This Agreement shall have a term of three (3) years from its above-recited effective date. Either party may, at any time after execution of this Agreement, terminate this agreement, in whole or in part, for convenience, upon thirty (30) days advance written notification to the other party. Following the end of the initial term, the Agreement may be renewed by the mutual written agreement of the parties. During each July of this agreement, applicable billing rates may be reviewed and adjusted to reflect increased labor costs.

Section 10: Notices. Except as otherwise provided in Section 7, any notice or other document and all billings and payments required or permitted to be given by either party hereto to the other party shall be deemed received upon delivery in person to the recipient or two (2) business days after the date of deposit in the United States mail in the State of California, with first-class postage prepaid, and addressed to the party for whom intended at the following address or upon receipt of facsimile or electronic mail transmission provided that a copy is mailed by first-class mail on the facsimile or electronic mail transmission date:

To City: City of Orange
 300 E. Chapman Avenue
 Orange, CA 92866
 Attn: Keith Marian
 E-mail: kmarian@cityoforange.org

To EOCWD: East Orange County Water District
 185 N. McPherson Road
 Orange, CA 92869
 Attn: General Manager
 FAX No.
 E-mail: lohlund@eocwd.com

Either party may change its above notice address by written notice given to the other party in the manner provided for in this section.

Section 11: Successors and Assigns; Entire Agreement. No party may assign its rights or obligations under this Agreement without the prior written consent of the other parties to this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of City and EOCWD. This Agreement constitutes the entire agreement between City and EOCWD and supersedes all prior understandings and agreements between the parties with respect to the subjects hereof.

Section 12: Amendments. This Agreement may be amended only in writing signed by the parties hereto.

Section 13: Jurisdiction and Venue. This Agreement shall be construed under the laws of the State of California in effect at the time of the signing of this Agreement. The parties consent to the jurisdiction of the California courts with venue in Orange County.

Section 14: Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise.

Section 15: No Waiver. A waiver by any party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

Section 16: Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

Section 17: Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Section 18: Cooperation. Each party agrees to cooperate with the other and, in that regard, agrees to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

Section 19: Counterparts. This Agreement may be signed in multiple counterparts which, when signed by the parties hereto, shall constitute a binding agreement.

Section 20. No Third Party Beneficiaries. No customer or other person or entity other than EOCWD and City shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement, either express or implied, is intended to confer upon any customer or other person or entity, other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed in the names of the respective parties by their duly authorized officers, effective as of the day and year first above written.

EAST ORANGE COUNTY WATER DISTRICT

By _____
Lisa Ohlund, General Manager

APPROVED AS TO FORM:
BOWIE, ARNESON,
WILES & GIANNONE

By _____

CITY OF ORANGE

By _____
Rick Otto, City Manager

APPROVED AS TO FORM:

By _____
Wayne W. Winthers, City Attorney

EXHIBIT "A"

SCHEDULE OF VEHICLES

Make and Model	Description
Vactor Jetter Truck	Vin # 4V52AFHDOSR474402
2000 Vactor Diesel Combo Truck	VIN # 2FZ6BJBB81AH61833

DRAFT

EXHIBIT “B”

CURRENT SERVICE RECOMMENDATIONS

City will provide initial service recommendations

City will insert typical standard and routine PM schedule

DRAFT

MEMO

TO: BOARD OF DIRECTORS
FROM: GENERAL MANAGER
**SUBJECT: ALEXANDER LANE/STOLLER LANE WATERLINE REPLACEMENT/
REHABILITATION – NOTICE OF EXEMPTION**
DATE: OCTOBER 20, 2016

BACKGROUND

At the September 15, 2016 Meeting, the Board approved the addition of this project to the 2016/17 Capital Improvement Budget as a result of requests from Alexander Lane residents for coordination with their road maintenance program.

The Project consists of three segments:

1. Alexander Lane pipeline improvements
2. Stoller Lane pipeline improvements
3. Pipeline improvements in the easement south of Stoller Lane

The pre-design approach is as follows:

1. Alexander Lane - Trenchless Technology (TT) Cured-in-Place Pipe (CIPP) rehabilitation of the existing 12-inch pipeline, installation of new services, abandonment of the existing old 3 -1/2 inch pipeline, and protection of the existing 16-inch pipeline.
2. Stoller Lane - Cut-and-cover installation of a new 8-inch pipeline near the south edge of pavement (typical cover, avoidance of trees and drainage ditch), and abandonment of an old, deep 8-inch pipeline; following completion of field investigations, the approach may be modified to TT installation (directional drilling or microtunneling).
3. CIPP rehabilitation of the existing, 8-inch pipeline in the easement west of Stoller Lane between Alexander Lane and Crawford Canyon Road (old, narrow, steep, limited access).
4. Pavement resurfacing following construction.

Construction of the improvements is expected to occur in Spring 2017.

Under the California Environmental Quality Act (CEQA), any discretionary public works project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment is subject to compliance with CEQA's environmental analysis process. Under this process, the District must:

- 1) Approve the project(s)
- 2) Determine their respective environmental classification (Exempt from CEQA, Categorically Exempt, Initial Study and Environmental Impact Report)

District counsel has determined that the projects are Categorically Exempt as this work constitutes the repair, replacement, rehabilitation and/or reconstruction of an existing structure where the structure will have substantially the same purpose and capacity as the structure replaced. Attached is a Notice of Exemption for the project that details these findings.

2

The Engineering and Operations Committee reviewed this project and CEQA requirements at their October 13, 2016 Meeting and recommends that the Board approve the project and the Notice of Exemption.

FINANCIAL IMPACT

The recommended action has no direct fiscal impact; funds have been budgeted in the CIP for this project.

RECOMMENDATION

The Board direct the General Manager to file a Notice of Exemption for the Alexander Lane/Stoller Lane Waterline Improvement Project with the County Recorder's Office.

Exempt per Gov't Code 6103

County Clerk's Filing Stamp

Return to:

Lisa Ohlund
EAST ORANGE COUNTY WATER DISTRICT
185 N. McPherson Road
Orange, CA 92869-3720

NOTICE OF EXEMPTION
(State CEQA Guidelines §15062)

To: County Clerk
County of Orange
700 Civic Center Drive West
P.O. Box 838
Santa Ana, CA 92701

From: East Orange County Water District (Applicant/ Lead Agency)
185 N. McPherson Road
Orange, CA 92869-3720

Project Name:

Alexander Lane/Stoller Lane Pipeline Improvements

Project Location (specific):

Alexander Lane (private road), Stoller Lane (County road between Alexander Lane and Crawford Canyon Road, and public easement south of Stoller Lane between Alexander Lane and Crawford Canyon Road; see attached location map.

Project Location:

City: unincorporated
County: Orange

Description of Nature, Purpose and Beneficiaries of Project:

The Project consists of: 1) Rehabilitation of an existing pipeline in Alexander Lane, that will replace an undersized main that has exceeded its useful life; 2) Replacement of an existing, deep pipeline in Stoller Lane that has exceeded its useful life, and is in a difficult location for maintenance; 3) Rehabilitation of an existing pipeline south of Stoller Lane that is in a difficult location for maintenance, and has exceeded its useful life; and 4) Pavement resurfacing following pipeline improvements. The project beneficiaries are the customers served in the Retail Zone of the District.

Name of Public Agency Approving Project: East Orange County Water District

Name of Person Carrying Out Project: East Orange County Water District

Exempt Status: (check one)

- Ministerial (State Guidelines §15268)
- Declared Emergency (State Guidelines §15269(a))
- Emergency Project (State Guidelines §15269(b) or (c))
- Feasibility or Planning Study (State Guidelines §15262)
- Statutory Exemption (Public Resources Code §§ [see below])
- x Categorical Exemption (State Guidelines §§ [see below])

Class 2 --- Replacement or Reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced (State Guidelines §15302)

Class 4 --- Minor Alterations to Land, includes minor trenching and backfilling where surface is restored (State Guidelines §15304)

Reasons project has been determined to have exempt status:

The improvements will be on the same site as the replaced pipelines, and will have the same purpose and capacity as the replaced structures. The alteration to land will be minor and the surface will be restored.

If filed by applicant, and applicant is other than the East Orange County Water District, attach certified document of exemption finding.

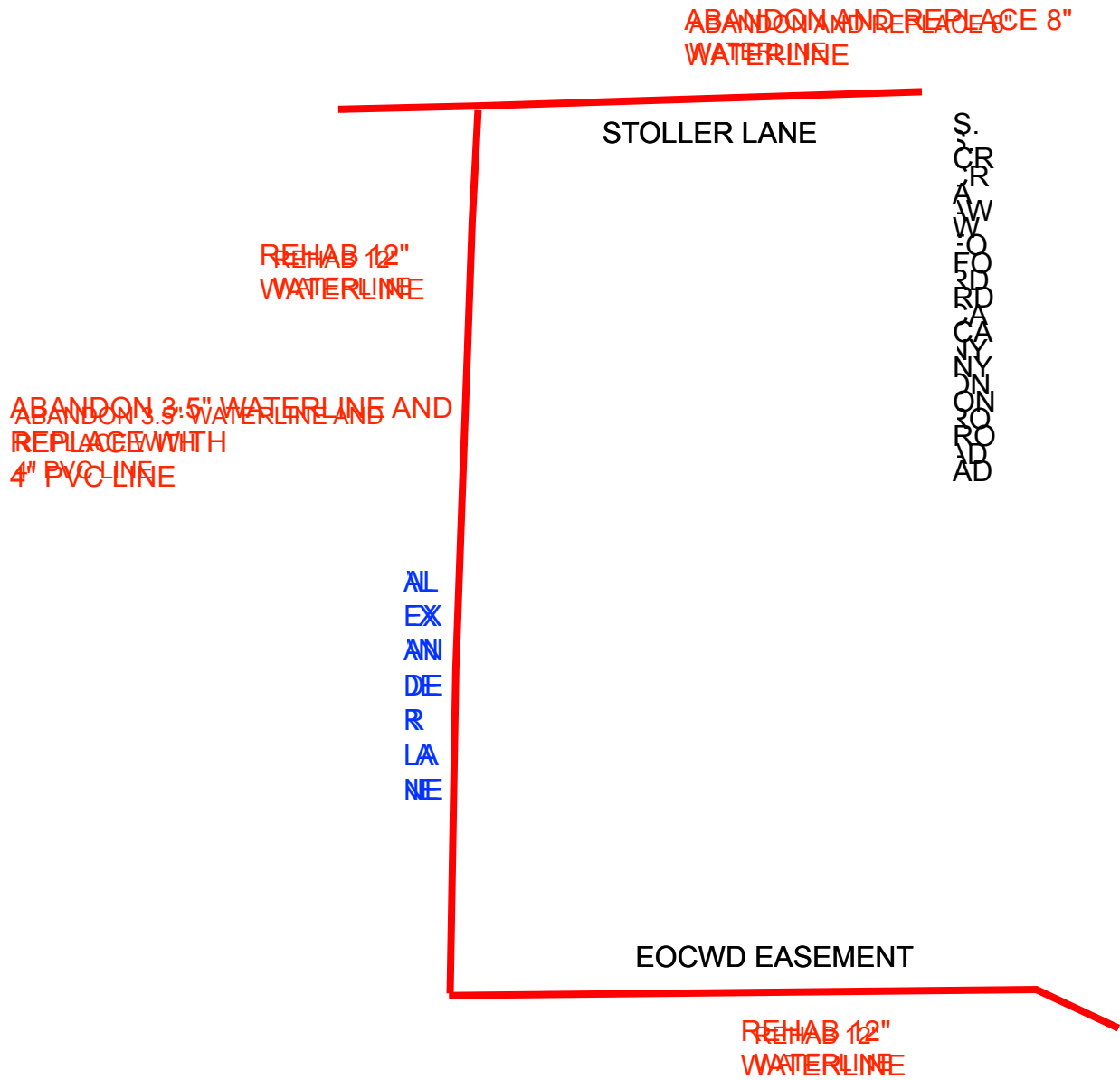
Submission of this form is optional. Local agencies may file this form with the county clerk pursuant to Public Resources Code Section 21152(b). The filing of the notice starts a 35-day statute of limitations on court challenges to the approval of the project under Public Resources Code Section 21167(d). Failure to file the notice results in the statute of limitations being extended to 180 days.

Lisa Ohlund, General Manager
Staff Member Responsible for Preparation

District Secretary

Date

EXHIBIT C



ALEXANDER AND STOLLER LANE WATERLINE
EAST ORANGE COUNTY WATER DISTRICT
STOLLER AND ALEXANDER LANE
NORTH TUSTIN, CA

MEMO

TO: BOARD OF DIRECTORS
FROM: GENERAL MANAGER
**SUBJECT: AWARD OF ENGINEERING DESIGN AND GEOTECHNICAL CONTRACTS-
ALEXANDER LANE/STOLLER LANE PIPELINE REPLACEMENT/
REHABILITATION**
DATE: OCTOBER 20, 2016

BACKGROUND

As noted previously, the Board approved the addition of this project to the 2016/17 Capital Improvement Budget as a result of requests from Alexander Lane residents for coordination with their road maintenance program.

Proposals for project design and geotechnical services were requested from RCE Consultants and Ninyo and Moore (attached), which include:

1. Field Investigations
 - a. Topographic survey of the three Project segments
 - b. Geotechnical borings and report (three borings)
 - c. Utility potholing (four sites)
2. Refinement of the design approach if necessary following field investigations (minor impact to design plan expected), preparation of a preliminary design report (PDR).
3. Construction documents (plan and profile drawings, specifications); Drawings to include pipelines, new services, valves and fittings, interconnections, TT access pit details. Specifications to include TT equipment and materials, pipeline materials, construction sequence / hours, local traffic control (plans by contractor).
4. Estimates of probable construction cost
5. Progress submittals - 50%, 90%, final
6. Bid period assistance; design services during construction; inspection by others
7. Monthly coordination meetings with the District; one meeting with area customers (directed by the District).
8. Preparation of record drawings.

RCE has submitted a design fee of \$37,500; Ninyo and Moore would provide geotechnical services at a cost of \$15,978; the total design and geotechnical costs are \$53,478.

FINANCIAL IMPACT

2

Funding is available from the approved \$190,000 budget that was based upon the 2015 Master Plan estimate; depending upon the construction estimate prepared by the engineer, the budget may need to be increased and additional reserve funds allocated.

RECOMMENDATION

The Board award contracts to: 1) RCE Consultants for a not-to-exceed fee of \$37,500 and, 2) Ninyo and Moore for a not-to-exceed fee of \$15,978.



October 12, 2016

East Orange County Water District
1983 West 190th Street
Torrance, CA 90504

Attn: Lisa

Reference: Alexander & Stoller Lanes Waterline Improvements

Dear Lisa:

RCE Consultants is pleased to provide you with our proposal to provide professional engineering services for the Alexander and Stoller Lane Waterlines project. We have prepared the following proposal based on discussions with Mr. Jerry Mendzer and Mr. Bill Everest.

The project site is located within a residential neighborhood in North Tustin. An 8" diameter PVC water pipe will be installed in Stoller Lane to replace an existing deep 8" water pipe, in order to allow for more convenient maintenance and operation. The 12" diameter steel water pipes in Alexander Lane and in the easement behind the lots on the south side of Brae Glen will be rehabilitated using trenchless technology. The 3-1/2" diameter water pipe in Alexander Lane that currently feeds the six (6) private lot water services will be abandoned in place and replaced with a new 4" PVC pipe. The existing services will be reconnected to the new 4" pipe. Please refer to the enclosed sketch of the proposed improvements. We have developed the following detailed scope of services based upon our knowledge of the project and our understanding of East Orange County Water District's requirements.

SCOPE OF SERVICES:

I. Design Services

- A. Survey – RCE will provide topographic survey together with record property line and right-of-way information.
- B. Potholing – RCE will provide up to five potholes to determine the locations and depths of the existing water and sewer pipes in the project area.
- C. Utility Research – We will contact the local utility companies and procure existing facility record drawings.
- D. Base Map Preparation - RCE will use the topographic survey, potholing data and utility record information to compile a base map of the project area.



- E. Horizontal Alignment – We will layout the proposed 8" Pipe in Stoller Lane (approximately 500 LF). We will also design the access pits for the trenchless rehabilitation of the pipes in Alexander Lane and in the easement from Alexander Lane to Crawford Canon Road.
- F. Plan Sheet Preparation – Upon EOCWD approval of the horizontal alignment of the water line and trenchless access pits, we will prepare the final construction drawings. We expect a four (4) sheet plan-only drawing set (no profile) at a scale of 1" = 20'.
- G. Specification Preparation – Based on EOCWD's standard specifications and front-end documents, we will prepare the project specifications.
- H. Incorporate Comments – Upon EOCWD review of the drawings and specifications, we will incorporate comments and prepare the final bid documents.
- I. Meetings and Coordination – We will attend two (2) design meetings during the design phase of the project.

II. Construction Services

- A. Bid Assistance – We will respond to requests for information, attend a pre-bid meeting, review the bids and provide a recommendation for award.
- B. Submittal Review – We will review up to five (5) shop drawings from the contractor.
- C. Requests for Information (RFIs) – We will respond to up to five (5) RFIs during construction.

PROPOSAL ASSUMPTIONS AND EXCLUSIONS:

The following assumptions and exclusions have been provided to assist you with the evaluation of our proposal.

- 1. Geotechnical Engineering to be provided by the District.
- 2. Coordination with the private homeowners to be provided by the District.
- 3. County Permitting is excluded.
- 4. Traffic Control Plans are excluded.
- 5. Construction Inspection, Site Visits and Meetings during construction are excluded.



COMPENSATION AND CONDITIONS:

We have provided the fee enumerated below for the design and production of these plans. This proposal will be valid for 45 days from the date hereon.

Description	Fee
I. Design Services	\$ 34,000 Lump Sum
II. Construction Services	\$ 3,500 Lump Sum

The above fee excludes reproductions, blueprints, and other expenditures not explicitly addressed in this proposal. Any cost incurred in the preparation of these items will be provided at cost plus 15% or for a mutually agreed upon fee. Charges will be billed on a monthly basis as the work progresses, and the net amount will be due at the time of billing.

If this proposal meets with your approval please date and sign both copies, initial Exhibit B and return one copy of the executed proposal to RCE. This signed proposal will constitute our agreement to provide professional services for the captioned project.

Should you have any questions, please do not hesitate to call me at 949.453.0111. We thank you for the opportunity to work with you on this project.

Sincerely,



Frank Cahill, P.E.
Senior Project Manager

Enclosure(s)

- Exhibit A
- Exhibit B
- Exhibit C

Accepted by:

Printed Name: _____

Signature: _____

Address: _____

Date: _____

East Orange County Water District





EXHIBIT "A" 2016

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Professional

Engineering Intern	\$ 65.00
Designer/CAD Operator	\$ 115.00
Design Engineer / Senior Designer.....	\$ 135.00
Senior Engineer.....	\$ 148.00
Project Engineer/Project Coordinator	\$ 178.00
Project Manager/Sr. Project Coordinator..	\$ 185.00
Senior Project Manager.	\$ 220.00
Principal	\$ 275.00
Expert Witness Testimony*	\$ 450.00

Survey/Mapping

Survey Technician I	\$ 120.00
Survey Technician II/Field Supervisor	\$ 138.00
Senior Surveyor.....	\$ 145.00
Project Surveyor.	\$ 186.00
Two-Person Survey Party	\$ 285.00
Three-Person Survey Party	\$ 398.00
One-Man Survey Party.....	\$ 198.00

Administrative

Administrative Clerk.....	\$ 58.00
Word Processor/Admin. Support.....	\$ 75.00
Graphic Designer/Survey Research.....	\$ 110.00

Reproduction, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing and any other services performed by subcontractor, will be billed at cost plus 15%.

Reimbursable In-House Costs

Photo Copies (B&W 8.5"x11")	\$ 0.20/Each	Large Format Copies	\$ 1.00/S.F.
Photo Copies (B&W 11"x17")	\$ 0.35/Each	Mileage	\$ 0.54/Mile
Color Copies (up to 8.5"x11")	\$ 1.50/Each		
Color Copies (to 11"x17")	\$ 2.50/Each		

NOTE: All rates are effective to November 1, 2016. There will be a negotiated increase in rates, 5% minimum per year, for contracts extending beyond October 31, 2016.

* Four hour minimum

PROFESSIONAL SERVICES AGREEMENT TERMS & CONDITIONS

Exhibit "B"

SERVICES. RCE will perform services for the Project as set forth in attached scope of service, schedule, and compensation based on available information and various assumptions and in accordance with these Terms & Conditions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by RCE in performing their services. RCE shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by RCE.

SITE ACCESS. The Client shall obtain all necessary approvals for RCE to access the Project site(s).

PERIOD OF SERVICE. RCE will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. RCE shall be entitled to an extension of time and compensation adjustment for any delay beyond RCE control.

COMPENSATION. The Client shall pay RCE in the manner set forth in attachment. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of RCE.

PAYMENT TERMS. RCE shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. RCE shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to RCE is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give RCE the right to stop work until payments are current. Non-payment beyond seventy (70) days shall be just cause for termination by RCE.

Client's payment of an invoice shall be construed to mean that the Client is satisfied with RCE's services to date and that the Client is not aware of any deficiencies in RCE's services unless otherwise noted.

ADDITIONAL SERVICES. The Client and RCE acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, RCE shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

STANDARD OF CARE. Services provided by RCE will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. In the event that standards of practice change during the Project, RCE shall be entitled to additional compensation where the time the work is performed additional services are needed to conform to the standard of practice. RCE will not be liable for the cost of any omission that adds value to

the Project. RCE provides no other expressed or implied warranty.

PERMITS AND APPROVALS. RCE will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

OWNERSHIP OF DOCUMENTS. Documents prepared by RCE for the Project are instruments of service and shall remain the property of RCE. Record documents of service shall be based on the printed copy. RCE will furnish documents electronically; however, the Client releases RCE from any liability that may result from documents used in this form. RCE shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

INSURANCE. RCE will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

<u>Workers' Compensation</u>	As required by applicable state statute.
<u>Commercial General Liability</u>	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate.
<u>Automobile Liability</u>	\$1,000,000 combined single limit for bodily injury and property damage.
<u>Professional Liability</u>	\$1,000,000 each claim and in the aggregate.

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. RCE shall be a named insured on those policies where RCE may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

INDEMNIFICATION. RCE shall indemnify the Client from any reasonable damages caused solely by the negligent act, error, or omission of RCE in the performance of services under the Project. If such damage results in part by the negligence of another party, RCE shall be liable only to the extent of their proportional negligence.

LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the project to both the Client and RCE, the risks have been allocated. The Client agrees to limit the liability of RCE for all claims related to the Project at \$50,000 or the net income realized by RCE for the Project, whichever is greater.

THIRD PARTY CLAIMS. The Client will compensate RCE for services performed in defense of any third party claim unless the claim resulted from the negligent act, error, or omission of RCE.

LEGAL EXPENSE. In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if

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Consultants, Inc.

the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within thirty (30) days of the court action.

LIEN RIGHTS. RCE may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by RCE are considered property improvements and the Client waives the right to any legal defense to the contrary.

CONSEQUENTIAL DAMAGES. Neither the Client nor RCE shall be liable to the other for any consequential damages regardless of the nature or fault.

ENVIRONMENTAL MATTERS. The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, RCE shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify RCE from any claim related to hazardous materials encountered on the Project.

COST OPINIONS. If included in the scope of service, RCE shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and RCE acknowledge that actual costs may vary from the cost opinions prepared and that RCE offers no guarantee related to the Project cost.

CONTINGENCY FUND. The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. RCE may offer advice concerning the value of the contingency fund; however, RCE shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by RCE.

CONTRACTOR SELECTION. RCE may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

SHOP DRAWING REVIEW. If included in the scope of service, RCE shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. RCE shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

CONSTRUCTION REVIEW. If included in the scope of service, RCE shall observe the progress and content of the work to determine if the work is progressing in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make RCE responsible for the work performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party. RCE may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

SAFETY. RCE shall be responsible solely for the safety precautions or programs of its employees and no other party.

INFORMATION FROM OTHER PARTIES. The Client and RCE acknowledge that RCE will rely on information furnished by other parties in performing its services under the Project. RCE shall not be liable for any damages that may be incurred by the Client in the use of third party information.

CONSTRUCTION RECORD DRAWINGS. If included in the scope of service, RCE will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, RCE cannot and does not warrant their accuracy.

FORCE MAJEURE. Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

DISPUTE RESOLUTION. The Client and RCE agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. RCE shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

SUSPENSION OF WORK. The Client may suspend services performed by RCE with cause upon fourteen (14) days written notice. RCE shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay RCE all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, RCE shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

RCE reserves the right; without prejudice, to suspend its services under this contract when client fails to make payments within sixty (60) days of any invoice date upon seven (7) days written notice to the Client of their failure to pay subject invoice. Work shall remain suspended until all invoice payments are current.

TERMINATION. The Client or RCE may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. RCE shall submit an invoice for services performed up to the effective date of termination and the Client shall pay RCE all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

GOVERNING LAW/ASSIGNMENT. The terms of agreement shall be governed by the laws of the state of California. Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

WAIVER OF RIGHTS. The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

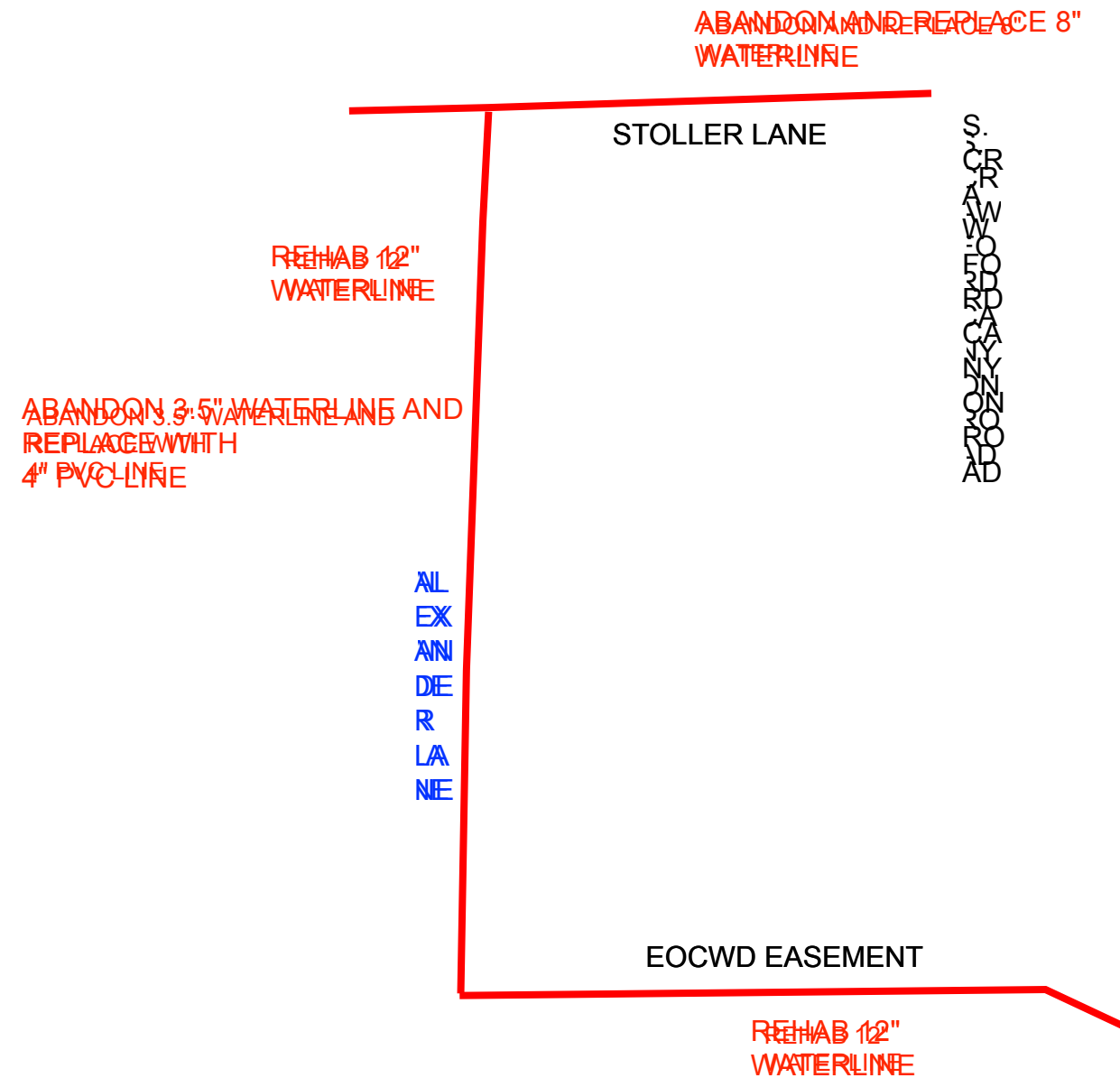


Consultants, Inc.

SEVERABILITY/SURVIVAL. Any of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. All of these terms that allocate responsibility or liability between the Client and RCE shall survive the completion or termination of services for the Project.

_____(initial)

EXHIBIT C



ALEXANDER AND STOLLER LANE WATERLINE
EAST ORANGE COUNTY WATER DISTRICT
STOLLER AND ALEXANDER LANE
NORTH TUSTIN, CA



24422 AVENIDA DE LA CARLOTA
SUITE 300
LAGUNA HILLS, CA. 92653
PHONE: 949.453.0111

October 11, 2016
Proposal No. 04-01047

Mr. Andrew Balane
RCE Consultants, Inc.
24422 Avenida De La Carlota, Suite 300
Laguna Hills, California 92653

Subject: Proposal for Geotechnical Consulting Services
East Orange County Water District – Stoller Lane Water Pipeline Installation
Project
North Tustin, California

Dear Mr. Balane:

In accordance with your request, Ninyo & Moore is pleased to submit this proposal to provide geotechnical consulting services for the Stoller Lane Water Pipeline Installation project located at Stoller Lane in North Tustin, California. We have prepared this proposal based on our review of the project drawing you provided to us and our e-mail correspondence with Mr. Frank Cahill. The purpose of our geotechnical services will be to evaluate the soil and geologic conditions along the new pipeline alignment and to prepare design and construction recommendations pertaining to the geotechnical aspects of the project.

We understand that the project consists of installation of a new water pipeline approximately 380 feet in length in Stoller Lane bounded by South Crawford Canyon Road to the east and terminating at an existing residential property located at 19181 Stoller Lane. The invert of the planned water pipeline ranges from 4 feet to 6 feet below the finished street surface.

Based upon our review of readily available background geologic and groundwater information, the site is underlain by alluvial deposits, consisting of dense to very dense sand and gravel with interbedded silty sand and sand. Historic high groundwater is mapped at approximately 10 feet below the ground surface.

SCOPE OF SERVICES

Based on our understanding of the project, we have developed the following scope of services:

Geotechnical Evaluation

- Project coordination, planning, permit acquisition, and scheduling for subsurface exploration.
- Review of readily available background materials, including published geologic maps and literature, fault and seismic hazard maps, groundwater data, topographic maps, and stereoscopic aerial photographs.
- Obtain a permit from Orange County Health Care Agency (OCHCA) permit for drilling into groundwater.
- A site reconnaissance to document the surface conditions. During our reconnaissance, the boring locations will be marked in the field for coordination with Underground Services Alert for underground utility location.
- Performance of a geophysical survey for utility clearance.
- Provide traffic control during field exploration.
- Subsurface exploration consisting of the excavation, sampling, and logging of two small-diameter borings to depths of approximately 20 feet, or refusal, whichever is shallower. The borings will be logged and sampled at selected depths. Relatively undisturbed and bulk samples will be obtained at selected intervals from the borings. The soil samples will be transported to our laboratory for testing. The borings will be backfilled with auger cuttings or cement-bentonite grout, if groundwater is encountered, and patched with rapid setting concrete if in paved areas after drilling.
- Perform laboratory testing on selected, representative soil samples to evaluate in-situ moisture and dry density, gradation, direct shear strength, and soil corrosivity.
- Data compilation and geotechnical analysis of field and laboratory data. Our analysis will include the following:
 - Suitability of the site for the proposed construction from a geotechnical perspective.
 - Description of the on-site soils anticipated at the site.
 - Anticipated soil conditions during trenching construction.
 - Anticipated depth to groundwater based on the exploratory borings and readily available groundwater data.
 - Evaluation of the site seismicity, including anticipated earthquake ground motions, nearest fault location, and seismic design parameters.
 - Excavation characteristics, temporary stability of trench excavations and shoring design criteria.

- Appropriate pipe bedding, suitable trench backfill material and compaction requirements.
- Evaluate the corrosion potential of the on-site soils.
- Preparation of a Geotechnical Evaluation Report for the proposed water pipeline installation. Our report will present our findings, conclusions, and recommendations regarding the geotechnical aspects of the project.

ASSUMPTIONS

The following assumptions have been used in the preparation of this scope of services:

- Our firm will contact Underground Services Alert prior to performing our subsurface evaluation. However, the client will provide our firm with any additional information regarding the presence of utilities located at the sites. Ninyo & Moore will not be responsible for utilities encountered that have not been marked out or shown on the plans.
- Site access will be granted and truck-mounted drilling equipment will be able to mobilize to the proposed drilling locations during normal business hours (i.e., Monday through Friday, 7:00 a.m. to 5:00 p.m.).
- Borings will be capped with rapid set concrete dyed black to match the pavement, if in paved areas. Our cost does not include saw cutting or hot mix asphalt for pavement patching. These services can be provided for a separate fee upon request.
- Our subcontractors are subject to prevailing wage rates.
- Our evaluation will not include any environmental sampling, testing or chemical analysis of hazardous materials. These services can be performed as an additional scope of work if hazardous materials are encountered during our subsurface evaluation.

FEE

Our services will be performed on a lump sum basis in accordance with the rates in the attached Schedule of Fees and Schedule of Fees for Laboratory Testing. A detailed breakdown of our fee and hours are presented in the attached Table 1. To authorize our services, please sign and return the attached Work Authorization and Agreement.

SCHEDULE

We are prepared to begin our evaluation within approximately one week of receiving your authorization to proceed. We estimate that our field exploration will be completed approximately one week after receipt of permits. Laboratory testing will be performed approximately two weeks

after the field work and our geotechnical report will be issued approximately two weeks after the laboratory testing.

Ninyo & Moore appreciates the opportunity to provide this proposal for this project, and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Rajindra S. Handapangoda, PE, GE
Senior Engineer



Carol A. Price, PG, CEG
Principal Geologist

RAH/CAP/mtf

Attachments: Table 1 – Breakdown of Fee
Schedule of Fees
Work Authorization and Agreement

Distribution: (1) Addressee (via e-mail)
(1) Mr. Frank Cahill (via e-mail)

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 178
Senior Engineer/Geologist/Environmental Scientist	\$ 168
Senior Project Engineer/Geologist/Environmental Scientist	\$ 163
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 142
Staff Engineer/Geologist/Environmental Scientist	\$ 126
GIS Analyst	\$ 116
Field Operations Manager	\$ 112
Supervisory Technician	\$ 98
Nondestructive Examination Technician, UT, MT, LP	\$ 98
ACI Concrete Technician	\$ 98
Concrete/Asphalt Batch Plant Inspector	\$ 98
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)	\$ 98
Senior Field/Laboratory Technician	\$ 92
Field/Laboratory Technician	\$ 92
Technical Illustrator/CAD Operator	\$ 92
Information Specialist	\$ 78
Geotechnical/Environmental/Laboratory Assistant	\$ 76
Data Processing, Technical Editing, or Reproduction	\$ 68

OTHER CHARGES

Concrete Coring Equipment (includes one technician)	\$ 160 /hr
PID/FID Usage	\$ 140 /day
Anchor load test equipment (includes technician)	\$ 97 /hr
Hand Auger Equipment	\$ 65 /day
Inclinometer Usage	\$ 40 /hr
Vapor Emission Kits	\$ 40 /kit
Level D Personal Protective Equipment (per person per day)	\$ 30 /p/d
Rebar Locator (Pachometer)	\$ 30 /hr
Nuclear Density Gauge Usage	\$ 15 /hr
Field Vehicle Usage	\$ 12 /hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

TABLE 1 - BREAKDOWN OF FEE - GEOTECHNICAL EVALUATION

PROJECT COORDINATION AND BACKGROUND REVIEW			
Project Engineer/Geologist/Environmental Scientist	2 hours @ \$ 156.00 /hour	\$	312.00
Senior Staff Engineer/Geologist/Environmental Scientist	6 hours @ \$ 142.00 /hour	\$	852.00
Subtotal		\$	1,164.00
PERMIT ACQUISITION			
Senior Staff Engineer/Geologist/Environmental Scientist	4 hours @ \$ 142.00 /hour	\$	568.00
Permit Fees (estimated)		\$	500.00
Subtotal		\$	1,068.00
SITE RECONNAISSANCE AND MARKOUT FOR UTILITY CLEARANCE			
Senior Staff Engineer/Geologist/Environmental Scientist	2 hours @ \$ 142.00 /hour	\$	284.00
Field Vehicle Usage	2 hours @ \$ 12.00 /hour	\$	24.00
Subtotal		\$	308.00
GEOPHYSICAL SURVEY FOR UTILITY CLEARANCE			
One Mobilization	Lump Sum	\$	800.00
Subtotal		\$	800.00
SUBSURFACE EVALUATION (Assumes 2 borings up to approximately 20 feet deep)			
Senior Staff Engineer/Geologist/Environmental Scientist	6 hours @ \$ 142.00 /hour	\$	852.00
Drill Rig (Subcontractor)	6 hours @ \$ 375.00 /hour	\$	2,250.00
Field Vehicle Usage	6 hours @ \$ 12.00 /hour	\$	72.00
Drums (Assumes 2 drums, soil characterization and disposal)	Lump Sum	\$	800.00
Cement-Bentonite Grout Backfill	40 feet @ \$ 9.00 /foot	\$	360.00
Traffic Control	6 hours @ \$ 210.00 /hour	\$	1,260.00
Supplies	Lump Sum	\$	100.00
Subtotal		\$	5,694.00
LABORATORY ANALYSES			
Tests to include moisture content and dry density gradation, gradation, direct shear strength, and soil corrosivity.			\$ 2,200.00
Subtotal		\$	2,200.00
DATA COMPILATION AND ANALYSIS			
Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 178.00 /hour	\$	356.00
Project Engineer/Geologist/Environmental Scientist	4 hours @ \$ 156.00 /hour	\$	624.00
Senior Staff Engineer/Geologist/Environmental Scientist	8 hours @ \$ 142.00 /hour	\$	1,136.00
Subtotal		\$	2,116.00
REPORT PREPARATION			
Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 178.00 /hour	\$	356.00
Project Engineer/Geologist/Environmental Scientist	4 hours @ \$ 156.00 /hour	\$	624.00
Staff Engineer/Geologist/Environmental Scientist	8 hours @ \$ 126.00 /hour	\$	1,008.00
Technical Illustrator/CAD Operator	4 hours @ \$ 92.00 /hour	\$	368.00
Data Processing, Technical Editing, or Reproduction	4 hours @ \$ 68.00 /hour	\$	272.00
Subtotal		\$	2,628.00
TOTAL FEE			\$ 15,978.00

WORK AUTHORIZATION AND AGREEMENT

Please Sign and Return One Copy to:

NINYO & MOORE
475 Goddard, Suite 200
Irvine, California 92618

PROJECT NO. **P04-01047**

1. PROJECT ADDRESS: **East Orange County Water District
North Tustin, California.**
2. PROJECT DESCRIPTION: **East Orange County Water District - Stoller Lane Water Pipeline Installation Project
North Tustin, California.**
3. SCOPE OF STUDY: **Please refer to proposal dated October 11, 2016.**
4. FEE: **\$15,578 (Fifteen Thousand Five Hundred Seventy Eight Dollars – Time and Materials).**
5. PORTION OF FEE IN ADVANCE OF WORK: **None.**
6. CLIENT: **RCE Consultants, Inc.
24422 Avenida De La Carlota, Suite 300
Laguna Hills, California 92653**

CONTACT: **Mr. Andrew Balane**
7. STATEMENT TO BE SENT TO: **Client**

PHONE: (949) 453-0111

PHONE: (949) 453-0111

CONDITIONS OF AGREEMENT BETWEEN CLIENT AND NINYO & MOORE

This AGREEMENT is made by and between: NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, hereinafter referred to as CONSULTANT, and **RCE Consultants, Inc.**, hereinafter referred to as CLIENT. This AGREEMENT between the parties consists of these TERMS, the attached Proposal identified as Project No. **P04-01047** dated **October 11, 2016**, and any exhibits or attachments noted in the Proposal. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CONSULTANT under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical consulting services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CONSULTANT to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted CONSULTANT free access to the site. Client will protect all property, inside and out, including all plants and landscaping. CONSULTANT will take reasonable precautions to reduce the potential for damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage or alteration is not part of this AGREEMENT unless so specified in the Proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CONSULTANT will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim, with compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy.

SAMPLE DISPOSAL

CONSULTANT will dispose of remaining soil, rock, and water samples approximately thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

MONITORING

If CONSULTANT is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applies. For the specified assignment, CONSULTANT will report observations and professional opinions to CLIENT or CLIENT's agent. No action of CONSULTANT or CONSULTANT's site representative can be construed as altering any AGREEMENT between the CLIENT and others. CONSULTANT will report to CLIENT or CLIENT's agent any observed geotechnically related work which, in CONSULTANT's professional opinion, does not conform with plans and specifications. The CONSULTANT has no right to reject or stop work of any agent or subcontractor of CLIENT; such rights are reserved solely for CLIENT. Furthermore, CONSULTANT's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

If CONSULTANT is not retained by Client for the purpose of monitoring construction work or field activities, CONSULTANT will expressly not be held liable or responsible for such activities or for the geotechnical performance of the completed project. Monitoring of construction work or field activities and the geotechnical performance of the completed project is and will remain the sole and express responsibility of the CLIENT or other party designated by the CLIENT. CLIENT hereby agrees to indemnify and hold harmless CONSULTANT from and against any loss or judgment, suffered by the CONSULTANT as a result of a claim or lawsuit resulting from CLIENT's failure to monitor construction work or field activities for which CONSULTANT has not been retained.

CONSULTANT will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT. It is mutually understood and agreed by CLIENT and CONSULTANT that CONSULTANT has no control or enforcement ability over any persons or parties who are not employees of CONSULTANT. CONSULTANT does not purport to be, nor is CONSULTANT responsible for, any safety precautions nor programs incident thereto for such non-employees of CONSULTANT.

OWNERSHIP AND MAINTENANCE OF DOCUMENTS

Unless otherwise specified in this Agreement or in an Addendum, and provided that CONSULTANT has been fully paid for the Services, CLIENT shall have the right to use the documents, maps, photographs, drawings and specifications resulting from CONSULTANT's efforts on the project, for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use the same for any purpose, unless such use would be expected to cause harm to CLIENT. CLIENT shall specify in advance, in writing, and be charged for all arrangements for special or extended-period maintenance of such materials by CONSULTANT. CONSULTANT retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

Reuse of any material described by CLIENT, including publication to third parties, on extension of this project or on any other project without CONSULTANT's written authorization, shall be at CLIENT's risk, and CLIENT agrees to indemnify, defend, and hold harmless CONSULTANT from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized reuse.

BILLING AND PAYMENT

CLIENT will pay CONSULTANT in accordance with the procedures indicated in the Proposal and its attachments. Invoices will be submitted to CLIENT by CONSULTANT, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of three quarters of a percent (.75) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to CONSULTANT per CONSULTANT's current fee schedules. In the event CLIENT fails to pay CONSULTANT within sixty (60) days after invoices are rendered, CLIENT agrees that CONSULTANT will have the right to consider the failure to pay the CONSULTANT's invoice as a breach of this AGREEMENT and CONSULTANT may cease work on the project. At CONSULTANT's option, CONSULTANT may waive said major breach upon payment by CLIENT of all arrearages and outstanding invoices.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by either party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination plus

reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CONSULTANT by virtue of entering into this AGREEMENT to perform professional consulting services on behalf of CLIENT. The principal risk is the potential for human error by CONSULTANT. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CONSULTANT's liability, CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all other parties for claims arising out of CONSULTANT's performance of the services described in this AGREEMENT. The aggregate liability of CONSULTANT will not exceed \$50,000 for negligent professional acts, errors, or omissions, including attorney's fees and costs which may be awarded to the prevailing party, and CLIENT agrees to indemnify and hold harmless CONSULTANT from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CONSULTANT as a third-party nor by an award of attorney's fees and costs to the prevailing party in excess of the aggregate liability agreed upon herein by the parties. Parties means CLIENT and CONSULTANT and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CONSULTANT agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

INDEMNIFICATION

If any claim is brought against CONSULTANT, its employees, agents and subcontractors and/or CLIENT by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of CONSULTANT and Client, subject to the paragraph titled "Risk Allocation" above, such claim shall be determined as follows:

1. If any negligence, breach of contract, or willful misconduct of CONSULTANT caused any damage, injury, or loss claimed by the third party, then CONSULTANT and CLIENT shall each indemnify the other against any loss or judgement on a comparative negligence basis (CLIENT responsibility to include that of its agents, employees, and other contractors); and
2. Unless CONSULTANT was liable for negligence, breach of contract, or willful misconduct which in whole or in part, caused the damage, injury, or loss asserted in the third party claim, CLIENT shall indemnify CONSULTANT against the claim, liability, loss, legal fees, consulting fees, and other costs of defense reasonably incurred.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CONSULTANT of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CLIENT agrees to compensate CONSULTANT for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CONSULTANT agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CONSULTANT harmless for any and all consequences of disclosures made by CONSULTANT which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CONSULTANT and, to the maximum extent permitted by law, agrees to defend, indemnify, and save CONSULTANT harmless from any claim, liability, and/or defense costs for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CONSULTANT which are found to be contaminated.

DISPUTE RESOLUTION

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation, then:

1. The claim will be brought and tried in judicial jurisdiction of the court of the county where CONSULTANT's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and;
2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

GOVERNING LAW AND SURVIVAL

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Risk allocation and indemnities will survive termination or failure of this AGREEMENT for any cause.

The parties have read, or had the opportunity to read, the foregoing, including all attachments, addendums, and exhibits hereto, have had an opportunity to discuss the same, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Printed Name of Client or Authorized Agent

Signature of Client or Authorized Agent



Carol A. Price, PG, CEG, Principal Geologist

Date

10/11/16

Date

PM: **RAH**



MEMO

TO: BOARD OF DIRECTORS
FROM: GENERAL MANAGER
SUBJECT: OC-70 24" METER INSTALLATION PROJECT – REQUEST TO INCREASE BUDGET
DATE: OCTOBER 20, 2016

BACKGROUND

On March 17, 2016, the Board approved a \$25,000 project budget for the installation of a 24" magmeter that would be used to help determine the cause of a metering discrepancy that has been occurring at OC-70 for many years.

Unfortunately, the installation of the meter has been delayed by staff's focus on integrating the sewer operations into the district. Additionally, some costs were left out of the budget for the project that should have been included, including the cost of a spool and the welding required to attach the spool and the meter to the existing pipeline. Additionally, a vault lid was left off the price of the vault. Staff estimates that an additional \$5,000 will allow us to complete the project.

The total FY 2016/17 recommended budget for the OC-70 meter installation project is:

Magmeter (prepurchased)	\$10,700
Vault construction	\$ 8,600
Periodic Inspection	\$ 680
SCADA Integration	\$ 5,000
New – Vault Lid	\$ 2,500
New – Spool & Welding	\$ 2,500
REVISED TOTAL	\$29,980

Once the meter is installed, MET will proceed with a series of tests and a designed shut-down of OC-70 designed to eliminate several possible causes and/or identify the cause of the meter discrepancy.

FISCAL IMPACT

The \$29,980 budgeted cost will be funded by WZ reserve funds.

RECOMMENDATION

The Board approve a revised project budget of \$29,980 for the OC-70 24" Meter Installation Project.



MEMO

TO: BOARD OF DIRECTORS
FROM: GENERAL MANAGER
SUBJECT: ESTABLISHMENT OF A VEHICLE USE POLICY
DATE: OCTOBER 20, 2016

BACKGROUND

The attached vehicle use policy has been created for two purposes: 1) to ensure that district-owned vehicles are used and operated in a manner consistent with Board adopted policy and, 2) to ensure that the District is complying with Internal Revenue Service requirements relating to the benefit received by an employee when they use a District-owned vehicle and the recordkeeping requirements needed to comply with those regulations.

The District has two employee “categories” of District-owned vehicle use: 1) On-Call and 2) Control and must ensure that IRS regulations are complied with for each category. On-Call employees take a vehicle home when they are on-call (24 hours/day) so that they can respond quickly in the event of a call-out. The district-owned vehicle is used to commute back and forth to work, and the IRS requires that, except for emergency responders, all other on-call personnel pay a flat \$1.50 each way as long as the employee is required to take the vehicle home and doesn’t use the vehicle for other than *de minimis* personal use, and they are not a control employee.

Control employees are those employees who have been provided with the use of a vehicle as part of their compensation package. Currently, this designation only applies to the General Manager. The Control employee must keep records and report them on a weekly basis and pay taxes on the value of the benefit received from use of the vehicle, including other *de minimis* use, each payroll period.

In addition to addressing the IRS regulations, the proposed Vehicle Use Policy formalizes the requirements for *de minimis* personal use, out-of-town travel use, vehicle accident procedures, claims management procedures, and the ability to transport non-district personnel in the district-owned vehicle and to have non-district personnel (such as a spouse) operate the vehicle in order to increase safety and/or in the event of an emergency. This last provision would be subject to approval by the General Manager and may be used in the event of a long road trip where shared driving responsibility would increase safety or in the event of an accident where the District employee is unable to return the vehicle to the District or operate it safely, and to avoid having to tow it or send another employee to pick it up. This provision is not intended to be a routine provision, and would require the Agreement shown in the Policy be executed that would name the District as an additional insured, have a rider that covers non-District personnel and require that the employee carry a minimum of \$300,000 in automobile liability insurance coverage. This policy was reviewed with the Finance Committee and, at their direction, the provisions for operation by non-District personnel were added to the Policy. The Committee recommended adoption of the Policy by the Board.

The proposed policy is intended to provide clear and unambiguous rules for the use of District vehicles and compliance with IRS requirements, but also to recognize that there may be small personal uses that can be allowed for efficiency and safety purposes.

FISCAL IMPACT

The costs for District-owned vehicles are included in the current budget; there would be no additional fiscal impact due to the adoption of this policy.

RECOMMENDATION

The Board approve the proposed Vehicle Use Policy.

Vehicle Use Policy

I. GENERAL STATEMENT OF POLICY

The purpose of this policy is to provide operational guidelines and procedures to the operations of motor vehicles and other road-worthy equipment owned by the East Orange County Water District for the purpose of providing for the protection and safety of human life, and providing for the protection of the District's assets. This policy applies to all motor vehicles and other road-worthy equipment owned or leased by the District with the exception of vehicles used by "On Call Personnel" as addressed later in this policy, and establishes the minimum requirements for operation of such vehicles and equipment. As used hereafter, the term "vehicle" refers to all motor vehicles and other road-worthy equipment owned or leased by the District. This policy coordinates with all other applicable personnel policies, including but not limited to, "Alcohol & Drug Testing for Commercial Motor Vehicle Drivers," and "Alcohol and/or Drugs in the Work Place."

II. RESPONSIBILITIES

A. It is the responsibility of the General Manager to:

1. Identify and justify vehicle and equipment needs.
2. Make specific assignments of vehicles and equipment
3. Ensure that employees are properly licensed to operate the vehicles(s) assigned to them. Verification of licensure must be done on an annual basis.
4. Ensure that assigned vehicles are operated properly in accordance with this policy.
5. Understand and comply with all federal and state laws, local regulations, and the District's policies relating to the use of vehicles. Failure to carry out appropriate management responsibilities may result in disciplinary action up to and including termination.
6. Ensure that employee drivers are familiar with federal and state laws, local regulations, and District policies relating to the use of vehicles.
7. For new employees, their driving record must be checked and verified prior to the performance of any driving duties.

Vehicle Use Policy

8. Take appropriate disciplinary action for employee violations of federal and state laws, local regulations, and District policies relating to the use of vehicles.
- B. It is the responsibility of employee drivers to:
1. Maintain an appropriate, valid driver's license for the vehicle or equipment assigned to them.
 2. Notify the General Manager immediately upon receipt of any traffic violation (citation or arrest).
 3. Notify the General Manager immediately if the driver's license is restricted, suspended, revoked, canceled, or otherwise invalidated.
 4. Understand and comply with all federal and state laws, local regulations, and District policies relating to the use of vehicles. Failure to carry out appropriate operator responsibilities may result in disciplinary action up to and including termination.
 5. Refrain from the manufacture, distribution, dispensing, possession, purchase, sale, transfer, or use of drugs or alcohol while on the job or in the workplace including on, in, and around vehicles is prohibited.
 6. Refrain from being under the influence of drugs or alcohol (as defined in personnel policy "Alcohol and/or Drugs in the Work Place") during working hours regardless of whether those drugs or alcohol were consumed during working hours or prior thereto is prohibited.
 7. Operate vehicle(s) at all times in accordance with this policy.
 8. Assume responsibility for resolution, which may include payment, or any traffic citation received while operating a District vehicle.
 9. Secure authorization from the General Manager prior to operating a non-emergency vehicle outside the boundaries of the County of Orange.
 10. Use any appropriate personal protective equipment for the job being performed in, on, or around a vehicle.
 11. Ensure that assigned vehicle is maintained in a safe and clean operating condition.
 12. Report mechanical problems to the Operations Manager immediately and assist with arrangements for repair of the vehicle.
 13. Provide immediate notification to the General Manager of any accident or incident while operating a District vehicle, regardless of whether there is any resulting bodily injury or property damage.
 14. Ensure that any material and/or tools hauled in the vehicle are properly secure and/or stored in a safe manner in compliance with applicable state and local laws.

Vehicle Use Policy

III. OPERATING POLICES AND PROCEDURES

A. GENERAL CONDITIONS OF VEHICLE USE

1. Employees without the appropriate, valid driver's license are prohibited from operating any District vehicle.
2. The license must be in possession of the driver at all times while operating a District vehicle.
3. The manufacture, distribution, dispensing, possession, purchase, sale, transfer, or use of drugs or alcohol is strictly prohibited while on the job or in the workplace, including on, in, and around vehicle.
4. Employees must not be under the influence of drugs or alcohol during working hours regardless of whether those drugs or alcohol were consumed during working hours or prior thereto.
5. The driver must operate a non-emergency District vehicle in a safe, lawful, efficient, and courteous manner and must obey all traffic laws, parking regulations, and rules of the road. Common sense security precautions and driving habits shall be observed.
6. The term "assigned vehicle" refers to whatever vehicle is provided to the employee, whether driven on a routine or occasional basis, including vehicles from a vehicle pool.
7. The driver is required to maintain a clean and presentable vehicle, inside and out.
8. Traffic and parking violations are the responsibility of the driver and may result in disciplinary action when warranted.
9. The District vehicle is a tool provided to aid the employee in performance of his/her duties. The District vehicle is to be used only for legitimate District business. Personal use, except as defined in this policy, is specifically prohibited.
10. The District vehicle may be used for certain acts of personal comfort. The term "personal comfort" shall mean acts, which are reasonably necessary to the health and comfort of an employee while working, such as satisfaction of thirst, hunger, or other physical demands, provided they have no access to a personal vehicle.
11. Employees may use the vehicle for de minimis personal use, such as a stop for a personal errand that is between work and the employee's home, provided they have no access to a personal vehicle.
12. The driver and all passengers are required to use seat belts and other restraint devices in all vehicles so equipped. The driver is responsible for enforcement of this policy. Removal or disabling of seat belt/restraint mechanisms is specifically prohibited.
13. Except as provided herein, all District vehicles shall bear a District decal, and government issue license plates. The only exceptions to this provision is as

Vehicle Use Policy

follows:

- a. The vehicle assigned to the General Manager is exempted from decal requirements.
14. The operation by or transportation of non-District personnel in a District vehicle is prohibited except as required by legitimate District business purposes, or with the authorization of the General Manager.
15. The driver shall perform all required daily checks and inspection of the vehicle and shall promptly report all problems, including body damage, to the Operations Manager who will then determine if the vehicle needs attention before being put into service.
16. Failure to comply with any of the provisions of this policy may result in disciplinary action, up to and including termination.

B. TAKE-HOME VEHICLES

1. Pursuant to District policy on such use, a vehicle for take-home or 24-hour use may be assigned to certain District employees "On Call" for bona fide District business reasons when the nature of their work requires such assignment.
2. The "special rule" of \$3.00 per round trip commute shall be used in all instances of take-home non-emergency vehicle use except as provided below. This "special rule," as promulgated by the IRS, allows this flat rate to be added to an affected employee's gross income and withholding made accordingly. The following requirements must be met to remain in compliance and are hereby made mandatory.
 - a. For bona fide business reasons, the District requires an employee to commute to and/or from work in an assigned vehicle. Vehicles are assigned for such purposes to key employees of the District who are required to be on call and report if needed at any time.
 - b. The take-home vehicle may not be used for any personal use other than commuting and that which is for personal comfort. The term "personal comfort" shall mean acts which are reasonably necessary to the health and comfort of an employee while working, such as satisfaction of thirst, hunger, or other physical demand, or protecting themselves from excessive cold, which are incidental to employment.
 - c. The employee must assist the District in keeping adequate mileage records on the forms and in the manner prescribed by said office in order to insure future compliance.
 - d. Failure to comply with these provisions will result in the revocation of all take-home vehicle privileges and may result in further disciplinary action.
3. Those employees deemed to be "control" employees as more particularly defined by IRS rules and regulations or those assigned vehicles for legitimate fringe benefit purposes shall be subject to a separate rule for calculation of the

Vehicle Use Policy

taxable fringe benefit portion of a take-home District vehicle. "Control" employees generally include employees who are executives appointed by and confirmed by a legislative body. The following requirements must be met:

- a. The affected employee must assist in keeping adequate mileage records as more specifically set forth in Section 2c above.
 - b. The District Accountant shall calculate the amount included in an affected employee's gross income on the basis of Annual Lease Value computations provided by the IRS and the percentage of personal use determined by mileage records as accurately as reasonably possible. Year-end reconciliation's between the District and the affected employee based upon the actual record of use may result in adjustments for withholding purposes.
4. For Control Employees subject to the "special rule," withholding will be taken each pay period at the rate required by law. All withholding for On-Call Employees will be done quarterly.
 5. The following record keeping requirements in addition to those set forth above are hereby made mandatory.
 - a. It is the responsibility of the General Manager to determine when such take-home assignments are required in the best interest of the District, and to make such assignments where necessary.
 - b. The General Manager is responsible for assuring that the criteria as herein set forth in the "On-Call," "Control" employee rule, or an another fringe benefit, are met for each take-home vehicle assignment.
 - c. The Operations Manager shall be responsible for supplying to the District Accountant a list of take-home assignments including the driver's name, social security number, and identification number of each assigned vehicle. Any revisions or changes to this list shall be forwarded in writing within five (5) working days.
 6. These policies are subject to future revision as may be made necessary to comply with future IRS regulatory changes.

C. OUT-OF-TOWN TRAVEL

1. The District may provide District-owned vehicles for out-of-town travel as required for legitimate District business when automotive travel is the most efficient and cost-effective means of transportation.
2. Vehicles used for out-of-town travel may be assigned department vehicles or motor pool vehicles when available.
3. Non-district personnel may be authorized to operate the district-owned vehicle in order to relieve the District personnel and enhance safe travel, and/or to return the vehicle to the District or a repair shop in the event of an emergency.
4. The provisions of this policy will coordinate with other policies and procedures regarding travel on District business.

Vehicle Use Policy

5. With proper documentation, employee out-of-pocket expenses may be reimbursed in accordance with other travel policy.
6. Breakdowns and/or other mechanical difficulty shall be reported to the Operations Manager by telephone at the earliest possible time. The Operations Manager will coordinate the appropriate actions required and will instruct the employee accordingly. When such difficulties occur after normal business hours, the employee shall exercise his/her best judgment and report the information to the Operations Manager early on the next business day.

D. VEHICLE ACCIDENT PROCEDURES

1. All accidents and property damage to vehicles must be reported immediately.
2. Protect the scene of the accident. Do not move the involved vehicle or disturb the scene until told to do so by law enforcement authority.
3. Notify the appropriate law enforcement authority and request an ambulance, as necessary.
4. Do not make any statements to anyone except the General Manager and the law enforcement authority on the scene.
5. If the vehicle is disabled, contact the Operations Manager for instructions.
6. Employees with a Commercial Driver's License are subject to alcohol and drug testing in accordance with "Alcohol & Drug Testing for Commercial Motor Vehicle Drivers."
7. Other employees, including but not limited to water and sewer operations personnel, may be subject to alcohol and drug testing in accordance with pertinent federal, state, or District regulations.
8. Failure to report damage or accident involving District vehicles in accordance with this policy may be subject to disciplinary action up to and including termination.

E. CLAIMS MANAGEMENT PROCEDURES

1. The Claims Department at the Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA) has primary responsibility for management and settlement of all vehicle accident claims, with assistance as necessary from the District's legal counsel. The complete cooperation of all District employees is expected.
2. Any driver involved in an accident must complete the appropriate accident report as soon as the accident is cleared. If the driver is injured and unable to complete the necessary report, the report must be completed by the Operations Manager. This report should be received in the ACWA/JPIA Claims Department within 24 hours of the accident. The driver must complete a report

Vehicle Use Policy

as soon as physically able to do so.

3. The ACWA/JPIA Claims Department must be given verbal notice of the accident as soon as it is cleared, or if it occurred after hours, before 9:00 a.m. on the next business day.
4. Repairs to District vehicles will not be authorized nor will payment be made to any vendor for any such vehicle repairs until the ACWA/JPIA Claims Department has been notified of the damages as required herein and has authorized repairs to be made.
5. Any driver who has been involved in an accident is prohibited from making a statement to the other parties involved or any representative of the other parties involved without the express permission of the ACWA/JPIA Claims Department and/or the District's legal counsel.
6. In accordance with On-the-Job Injury Policy, the District will subrogate any job injury claim in which a third party was responsible (such as a vehicle accident).

EAST ORANGE COUNTY WATER DISTRICT

Vehicle Use Policy

AGREEMENT

I, _____, as an employee of the East Orange County Water District (EOCWD), agree and understand that my employment requires that I am, at times, “on call” twenty-four (24) hours a day, seven (7) days a week. Part of my employment with EOCWD requires that I drive vehicles owned by EOCWD which may be equipped with specialized emergency equipment used to respond to emergencies and/or must be available as an emergency response vehicle (hereinafter called “district-owned vehicle”).

As part of my employment with EOCWD, I must at times have immediate access to the district-owned vehicle in order to perform the duties of my job. Consequent to and to facilitate that immediate access to the district-owned vehicle, I understand and acknowledge that I may use the district-owned vehicle to attend to personal obligations that might involve the transportation of non-district personnel for non-district purposes (i.e. spouse accompanying employee to district-sponsored training/conference), and further, that non-district personnel may be required to operate district-owned vehicle for purposes of assisting in returning the vehicle or safely operating it (i.e., shared driving during long trips). I understand that my use of the district-owned vehicle is permitted under the following preconditions:

1. I understand and acknowledge that I must carry full coverage personal automobile insurance with liability limits of not less than \$300,000 per occurrence and \$300,000 in the aggregate.
2. I understand and acknowledge that the full coverage personal automobile insurance which I carry must have a rider that covers non-district personnel riding or driving a district-owned vehicle.
3. I understand and acknowledge that the East Orange County Water District must be named as an additional insured on the full coverage personal automobile insurance coverage which I carry.
4. I understand and acknowledge that I must provide to EOCWD on an annual basis proof of the required full coverage personal automobile insurance which names EOCWD as an additional insured.
5. I understand and acknowledge that my failure to carry the requisite full coverage personal automobile insurance with EOCWD named as an additional insured as provided above will prevent my use of the district-owned vehicle.

Name: _____

Title: _____

Date: _____

RESOLUTION NO. ____

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST ORANGE COUNTY WATER DISTRICT
APPROVING VEHICLE USE POLICY**

WHEREAS, the East Orange County Water District desires to set forth a policy for the use of District vehicles;

NOW, THEREFORE, the Board of Directors of the East Orange County Water District DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

Section 1. The Vehicle Use Policy of the East Orange County Water District is hereby approved in the form presented to the Board of Directors. This policy shall remain in effect until it is amended or superseded by a subsequently adopted policy.

Section 2. The General Manager and other staff of the District are hereby authorized and directed to take steps to implement the directives as set forth in the Policy.

ADOPTED, SIGNED AND APPROVED this 20th day of October, 2016.

President
EAST ORANGE COUNTY WATER DISTRICT
and of the Board of Directors
thereof

Secretary
EAST ORANGE COUNTY WATER DISTRICT
and of the Board of Directors
thereof

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, JOAN C. ARNESON, Secretary of the Board of Directors of the EAST ORANGE
COUNTY WATER DISTRICT, do hereby certify that the foregoing Resolution No. ____ was
duly adopted by the Board of Directors of said District at a Regular Meeting of said District held
on October 20, 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Secretary
EAST ORANGE COUNTY WATER DISTRICT
and of the Board of Directors
thereof

00193223/ 101516

MEMO

TO: BOARD OF DIRECTORS
FROM: GENERAL MANAGER
SUBJECT: APPOINTMENT OF OPERATIONS MANAGER
DATE: OCTOBER 20, 2016

BACKGROUND

At the February 18, 2016 Meeting, the Board approved the attached Class and Compensation recommendations that included the creation of an Operations Manager position. These recommendations anticipated the inclusion of sewer operations, but were also designed to provide career pathways for district personnel as a retention mechanism at the discretion of the General Manager.

Throughout the 2 ½ year LAFCO process and particularly since the District was selected to operate the local sewer system, Superintendent Jerry Mendzer has been integral to the planning and successful implementation of sewer operations. During the past six months, Mr. Mendzer has hired two employees and overseen their training as they have successfully assumed operation of the “Hot Spots” cleaning regimen. Mr. Mendzer has also coordinated training with Orange County Sanitation District, coordinated and overseen the performance of the District’s annual cleaning contractor, Performance Pipe, Inc.; rapidly addressed a spill that occurred one week after we assumed the operations of the sewers, implemented a manhole cover rapid assessment and repair program, coordinated sewer and water permitting with engineering staff, assists with the coordination and implementation of SEDARU Sewer as well as the proposed OCSD capital repairs. During all of this, he has ensured that the water system continues to run well – including overseeing the reconditioning of the West Well and successfully placing it back in service. During the General Manager’s recent leave, Mr. Mendzer very successfully assumed the duties of acting General Manager.

Based upon his performance and significantly expanded job duties and responsibilities, General Manager Ohlund has determined that he is performing the Operations Manager duties and will be promoting him, effective November 1, 2016, to that position. As the Operations Manager position is an Exempt position, he will no longer be subject to overtime pay, however, as he will still be needed for periodic Stand-by Duty, he will earn Stand-by compensation.

FINANCIAL IMPACT

Mr. Mendzer’s compensation will increase from \$8,262/month to the beginning of the range for the Operations Manager of \$10,079/month (plus approximately \$500 per month Stand-by Pay), however, this will be offset by an approximate \$5,000-\$6,000 annual savings in overtime pay, for a net increase of \$15,800 annually. Funding is available in Account #'s 5401-10, 5401-20 and 5401-30.

RECOMMENDATION

This is an information item; no action is required.

Classification and Compensation Schedule (Proposed)

February 18, 2016

FLSA Status	Position Title	Current Salary Range	Proposed Salary Range
Exempt Management	General Manager	\$9,584-\$9,483	\$13,583-\$18,338
	Operations Manager	N/A	\$10,079 - 13,606
	Administrative Services Manager/Assistant Board Secretary	N/A	\$8415-\$11,360
Non-Exempt - Field	Superintendent	\$6,897-\$9,311	\$7,013-\$9,468
	Water Supervisor	N/A	\$5,869-\$7,923
	Wastewater Supervisor	N/A	\$5,683-\$7,672
	Water Operator III	\$4,386-\$7,043	\$4,891-\$7,043
	Water Operator II	\$3,814-\$6,124	\$4,253-\$5,742
	Water Operator I	\$3,316-\$5,325	\$3,697-\$4,991
	Wastewater Operator III	N/A	\$4,736-\$6,394
	Wastewater Operator II	N/A	\$4,118-\$5,559
	Wastewater Operator I	N/A	\$3,581-\$4,835
Non-Exempt - Administrative/Financial/Customer Service			
	Management Analyst III	N/A	\$7,589-\$10,245
	Management Analyst II	N/A	\$6,599-\$8,909
	Management Analyst I	\$5,670-\$7,650	\$5,738-\$7,746
	Administrative Assistant III	N/A	\$6,383-\$8,617
	Administrative Assistant II	N/A	\$5,550-\$7,493
	Administrative Assistant I	\$4,653-\$6,282	\$4,826-\$6,515
	Office Assistant F/T	N/A	\$3,141-\$4,241
	Office Assistant P/T	\$14.14-\$17.50/hr	\$18.12-\$24.46/hr

* Positions in ***Bold/Italicized*** are proposed

EAST ORANGE COUNTY WATER DISTRICT

DISBURSEMENT SUMMARY

October 20, 2016

WHOLESALE AND RETAIL BILLS	\$512,428.24
DIRECTOR'S PAYROLL	\$2,193.27
EMPLOYEE'S PAYROLL	\$54,465.09
DISBURSEMENT TOTAL	<u>\$569,086.60</u>

TRANSFER SUMMARY

TRANSFERS	\$ 20,000,000.00
TRANSFER TOTAL	<u>\$20,000,000.00</u>

NOTE: THE EXPLANATION OF FUNDS TRANSFERRED IS SHOWN ON THE FUNDS TRANSFERRED SHEET ATTACHED.

Bills For Consideration

As of October 13, 2016

Type	Date	Num	Name	Credit
1011-10 - Checking Citizens-WZ				
Bill Pmt -Check	09/20/2016	1038	AKD CONSULTING	8,910.00
Bill Pmt -Check	09/20/2016	1039	AMINE MOKADDEM	268.93
Bill Pmt -Check	09/20/2016	1040	ARAMARK UNIFORM SERVICES	88.79
Bill Pmt -Check	09/20/2016	1041	AT&T	519.34
Bill Pmt -Check	09/20/2016	1042	BAY ALARM	1,224.00
Bill Pmt -Check	09/20/2016	1043	BEST TEL	340.00
Bill Pmt -Check	09/20/2016	1044	COMMUNICATIONS LAB	3,068.73
Bill Pmt -Check	09/20/2016	1045	CR&R INC.	52.08
Bill Pmt -Check	09/20/2016	1046	GENERATOR SERVICES CO, INC	4,410.00
Bill Pmt -Check	09/20/2016	1047	HOME DEPOT CREDIT SERVICES	996.95
Bill Pmt -Check	09/20/2016	1048	IRVINE PIPE SUPPLY	177.48
Bill Pmt -Check	09/20/2016	1049	NICHOLAS J. ARHONTES	8,206.90
Bill Pmt -Check	09/20/2016	1050	PLATINUM CONSULTING GROUP	12,461.25
Bill Pmt -Check	09/20/2016	1051	SC FUELS	806.21
Bill Pmt -Check	09/20/2016	1052	SOUTHERN CALIFORNIA EDISON	251.64
Bill Pmt -Check	09/20/2016	1053	SUNBELT RENTALS	568.02
Bill Pmt -Check	09/20/2016	1054	TREEIUM, INC	1,558.00
Bill Pmt -Check	09/20/2016	1055	TRENCH SHORING COMPANY	75.00
Bill Pmt -Check	09/20/2016	1056	TRUESDAIL LABORATORIES, INC	300.50
Bill Pmt -Check	09/20/2016	1057	YO FIRE	244.86
Bill Pmt -Check	09/30/2016	1058	ACWA JPIA	19,441.77
Bill Pmt -Check	09/30/2016	1059	ARAMARK UNIFORM SERVICES	58.07
Bill Pmt -Check	09/30/2016	1060	AT&T	436.47
Bill Pmt -Check	09/30/2016	1061	CITY OF ORANGE	2,300.00
Bill Pmt -Check	09/30/2016	1062	COASTLINE EQUIPMENT	675.00
Bill Pmt -Check	09/30/2016	1063	COUNTY OF ORANGE	397.64
Bill Pmt -Check	09/30/2016	1064	EAST ORANGE COUNTY WATER DI...	4,375.81
Bill Pmt -Check	09/30/2016	1065	EEC ENVIRONMENTAL	2,507.50
Bill Pmt -Check	09/30/2016	1066	EOS Enterprises, LLC	33.16
Bill Pmt -Check	09/30/2016	1067	GENERATOR SERVICES CO, INC	2,520.00
Bill Pmt -Check	09/30/2016	1068	HOME DEPOT CREDIT SERVICES	492.94
Bill Pmt -Check	09/30/2016	1069	J G TUCKER & SON, INC	86.40
Bill Pmt -Check	09/30/2016	1070	JAMEZ RUIZ	57.11
Bill Pmt -Check	09/30/2016	1071	MATRIX COMPUTER SERVICE	1,505.00
Bill Pmt -Check	09/30/2016	1072	MEYERS NAVE	19,105.75
Bill Pmt -Check	09/30/2016	1073	MWDOC	313,125.77
Bill Pmt -Check	09/30/2016	1074	Orange County Sanitation District	8,569.95
Bill Pmt -Check	09/30/2016	1075	PACIFIC PARTS & CONTROLS, INC.	145.26
Bill Pmt -Check	09/30/2016	1076	SOUTHERN CALIFORNIA EDISON	3,543.01
Bill Pmt -Check	09/30/2016	1077	STEVEN ANDREWS ENGINEERING	5,645.00
Bill Pmt -Check	09/30/2016	1078	TOTAL EXTERMINATING INC	275.00
Bill Pmt -Check	09/30/2016	1079	TOWNSEND PUBLIC AFFAIRS	2,500.00
Bill Pmt -Check	09/30/2016	1080	TRUESDAIL LABORATORIES, INC	1,744.50
Bill Pmt -Check	09/30/2016	1081	USA BLUE BOOK	201.30
Bill Pmt -Check	09/30/2016	1082	YO FIRE	4,542.87
Bill Pmt -Check	10/11/2016	1083	CA BANK & TRUST	4,493.65
Bill Pmt -Check	10/13/2016	1084	ACWA- WORKERS COMP	4,064.00
Bill Pmt -Check	10/13/2016	1085	ACWA/JPIA	10,789.62
Bill Pmt -Check	10/13/2016	1086	ALLCOM	390.00
Bill Pmt -Check	10/13/2016	1087	ANAHEIM WHEEL & TIRE	208.00
Bill Pmt -Check	10/13/2016	1088	ARAMARK UNIFORM SERVICES	91.17
Bill Pmt -Check	10/13/2016	1089	AT&T	62.76
Bill Pmt -Check	10/13/2016	1090	AT&T LONG DISTANCE	417.22
Bill Pmt -Check	10/13/2016	1091	Brithinee Electric	600.00
Bill Pmt -Check	10/13/2016	1092	C WELLS PIPELINE MATERIALS INC	387.72
Bill Pmt -Check	10/13/2016	1093	COMMUNICATIONS LAB	3,983.86
Bill Pmt -Check	10/13/2016	1094	DAVID NGUYEN	500.00
Bill Pmt -Check	10/13/2016	1095	GALLADE CHEMICAL	340.95
Bill Pmt -Check	10/13/2016	1096	GOLDEN METERS SERVICE	871.61
Bill Pmt -Check	10/13/2016	1097	HAAKER EQUIPMENT COMPANY	3,927.89
Bill Pmt -Check	10/13/2016	1098	HACH COMPANY	648.69
Bill Pmt -Check	10/13/2016	1099	HOME DEPOT CREDIT SERVICES	149.72
Bill Pmt -Check	10/13/2016	1100	IRVINE PIPE SUPPLY	342.40
Bill Pmt -Check	10/13/2016	1101	LEWIS CONSULTING GROUP	3,000.00
Bill Pmt -Check	10/13/2016	1102	MWDOC	11,715.14
Bill Pmt -Check	10/13/2016	1103	NICHOLAS J. ARHONTES	6,345.10
Bill Pmt -Check	10/13/2016	1104	PARADISE DRINKING WATERS	25.85
Bill Pmt -Check	10/13/2016	1105	PETTY CASH	112.97
Bill Pmt -Check	10/13/2016	1106	PLATINUM CONSULTING GROUP	4,800.00
Bill Pmt -Check	10/13/2016	1107	ROBERT KNOHL	255.18
Bill Pmt -Check	10/13/2016	1108	Sandwood Enterprise Inc	291.60
Bill Pmt -Check	10/13/2016	1109	SC FUELS	933.12

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10/14/16

Accrual Basis

East Orange County Water District

Bills For Consideration

As of October 13, 2016

Type	Date	Num	Name	Credit
Bill Pmt -Check	10/13/2016	1110	SOUTHERN CALIFORNIA EDISON	4,844.17
Bill Pmt -Check	10/13/2016	1111	TAB ANSWER NETWORK	30.41
Bill Pmt -Check	10/13/2016	1112	TIME WARNER CABLE	179.99
Bill Pmt -Check	10/13/2016	1113	TOM RILEY	
Bill Pmt -Check	10/13/2016	1114	TOTAL EXTERMINATING INC	275.00
Bill Pmt -Check	10/13/2016	1115	TRENCH SHORING COMPANY	664.00
Bill Pmt -Check	10/13/2016	1116	TRUESDAIL LABORATORIES, INC	382.00
Bill Pmt -Check	10/13/2016	1117	UNDERGROUND SERVICE ALERT	196.50
Bill Pmt -Check	10/13/2016	1118	VERIZON WIRELESS	377.07
Bill Pmt -Check	10/13/2016	1119	WEATHERITE CORPORATION	273.00
Bill Pmt -Check	10/13/2016	1120	WINWATER	297.00
Bill Pmt -Check	10/13/2016	1121	XEROX CORPORATION	63.35
Bill Pmt -Check	10/13/2016	1122	YAN WANG	268.56
Bill Pmt -Check	10/13/2016	1123	YO FIRE	916.01
Bill Pmt -Check	10/13/2016	1124	W R EVEREST & ASSOCIATES	5,099.00
Total 1011-10 · Checking Citizens-WZ				512,428.24
TOTAL				512,428.24

2:17 PM

10/14/16

Accrual Basis

East Orange County Water District

Bills For Consideration

As of October 13, 2016

Type	Date	Num	Name	Memo	Credit
1011-10 · Checking Citizens-WZ					
Bill Pmt -Check	10/13/2016	1113	TOM RILEY	VOID:	
Total 1011-10 · Checking Citizens-WZ					0.00
TOTAL					0.00

EAST ORANGE COUNTY WATER DISTRICT
CALIFORNIA BANK & TRUST
Prior Month's Checks To Ratify
DIRECTORS' PAYROLL *
20-Oct-16

**PAYMENT FOR BOARD AND COMMITTEE MEETINGS IN THE MONTH OF
8/1/2016**

DATE	CHECK NO	AMOUNT	PAYABLE TO
09/15/16	257	\$ 438.66	BOARD DIRECTOR
09/15/16	258	\$ 784.97	BOARD DIRECTOR
09/15/16	259	\$ 161.61	BOARD DIRECTOR
09/15/16	260	\$ 509.59	BOARD DIRECTOR
		<u>\$ 1,894.83</u>	TOTAL PAYROLL CHECKS

PAYROLL TAXES, ADP CHARGE

9/15/2016	\$298.44	ADP TAXES
	<u>\$298.44</u>	TOTAL CHARGES & TRANSFER
	<u><u>\$2,193.27</u></u>	

***** NOTE: DOUG DAVERT DECLINES PAYMENT FOR ALL MEETINGS**

*Note: Payroll is processed by ADP (Automatic Data Processing)

EAST ORANGE COUNTY WATER DISTRICT
CALIFORNIA BANK & TRUST
Prior Month's Checks To Ratify
EMPLOYEES' PAYROLL*
20-Oct-16

	CHECK DATE	CHECK AMOUNT	PAYABLE TO
AUTO DEPOSIT	9/14/2016	\$ 2,562.71	MAINTENANCE AND OPERATIONS SUPERINTENDENT
AUTO DEPOSIT	9/14/2016	\$ 2,821.06	GENERAL MANAGER
AUTO DEPOSIT	9/14/2016	\$ 1,717.20	WATER DISTRIBUTION II
AUTO DEPOSIT	9/14/2016	\$ 1,280.27	WATER DISTRIBUTION I
AUTO DEPOSIT	9/14/2016	\$ 147.71	WATER DISTRIBUTION I
AUTO DEPOSIT	9/14/2016	\$ 1,236.66	WASTEWATER COLLECTION OPERATOR I
AUTO DEPOSIT	9/14/2016	\$ 2,210.69	ADMINISTRATIVE ASSISTANT
AUTO DEPOSIT	9/14/2016	\$ 1,760.77	ADMINISTRATIVE ASSISTANT
AUTO DEPOSIT	9/14/2016	\$ 705.18	INTERN
AUTO DEPOSIT	9/14/2016	\$ 144.04	INTERN
AUTO DEPOSIT	9/28/2016	\$ 1,699.30	MAINTENANCE AND OPERATIONS SUPERINTENDENT
AUTO DEPOSIT	9/28/2016	\$ 2,619.40	GENERAL MANAGER
AUTO DEPOSIT	9/28/2016	\$ 1,847.57	WATER DISTRIBUTION II
AUTO DEPOSIT	9/28/2016	\$ 1,191.18	WATER DISTRIBUTION I
AUTO DEPOSIT	9/28/2016	\$ 1,236.66	WASTEWATER COLLECTION OPERATOR I
AUTO DEPOSIT	9/28/2016	\$ 2,216.99	ADMINISTRATIVE ASSISTANT
AUTO DEPOSIT	9/28/2016	\$ 1,760.77	ADMINISTRATIVE ASSISTANT
AUTO DEPOSIT	9/28/2016	\$ 705.18	INTERN
AUTO DEPOSIT	9/28/2016	\$ 139.23	INTERN

\$ 28,002.57 TOTAL PAYROLL CHECKS

PAYROLL TAXES, ADP CHARGES, AND PERS EFT

9/14/2016	\$9,258.20	ADP TAXES
9/14/2016	\$2,190.91	PERS ELECTRONIC FUNDS TRANSFER
9/14/2016	\$758.47	PERS PEPRA MEMBER
9/14/2016	\$1,369.81	CAL PERS 457 - ING BANK
9/28/2016	\$8,563.24	ADP TAXES
9/28/2016	\$2,155.12	PERS ELECTRONIC FUNDS TRANSFER
9/28/2016	\$758.47	PERS PEPRA MEMBER
9/28/2016	\$1,408.30	CAL PERS 457 - ING BANK

PAYROLL 9/14/2016	PAYROLL 9/28/2016
\$14,586.29	\$13,416.28
\$13,577.39	\$12,885.13
\$28,163.68	\$26,301.41

\$26,462.52 TOTAL TRANSFERS

\$54,465.09 GRAND TOTAL PAYROLL

*Note: Payroll is processed by ADP (Automatic Data Processing)

EAST ORANGE COUNTY WATER DISTRICT

FUNDS TRANSFERRED BETWEEN ACCOUNTS
20-Oct-16

DATE	TRANSFER NO	AMOUNT	FROM	TO	REASON FOR FUND TRANSFER
9/28/2016	T63	\$ 20,000,000.00	LAIF	CITIZENS BUSINESS BANK CHECKING	FUNDS FOR US BANK TRANSFER
9/30/2016	T64	\$ 20,000,000.00	CITIZENS BUSINESS BANK CHECKING	US BANK	INVESTMENT - CUSTODY ACCOUNT

**EAST ORANGE COUNTY WATER DISTRICT
SCHEDULE 1 - INVESTMENT ACTIVITY
MONTH OF SEPTEMBER 2016 (at cost)**

	SECURITY TYPE	BOOK VALUE
BEGINNING BALANCES SEPTEMBER 1, 2016		
CHANDLER ASSET MANAGEMENT/US BANK	DEMAND BROKERAGE	\$ -
LOCAL AGENCY INVESTMENT FUND	DEMAND LAIF	\$ 31,496,239
RAYMOND JAMES-CDs	DEMAND BROKERAGE	\$ 1,566,494
Total		\$ 33,062,733
ACTIVITY		
ADDITIONS		
DEPOSIT TO RAYMOND JAMES-INTEREST	DEMAND BROKERAGE	\$ 258.08
TRANSFERS BETWEEN FUNDS	DUE TO/FROM	\$ 20,000,000
REDUCTIONS		
TRANSFERS BETWEEN FUNDS	DUE TO/FROM	\$ (20,000,000)
ENDING BALANCES SEPTEMBER 31, 2016		
CHANDLER ASSET MANAGEMENT/US BANK	DEMAND BROKERAGE	\$ 20,000,000
LOCAL AGENCY INVESTMENT FUND	DEMAND LAIF	\$ 11,496,239
RAYMOND JAMES-CDs and CASH	DEMAND BROKERAGE	\$ 1,566,752
TOTAL		\$ 33,062,991

**EAST ORANGE COUNTY WATER DISTRICT
SCHEDULE 2 - INVESTMENT PORTFOLIO
September 30, 2016**

NAME	SECURITY TYPE AND NUMBER	PURCHASE DATE	MATURITY DATE	INTEREST		MARKET VALUE	PURCHASE PRICE	PREMIUM OR DISCOUNT	ACCRUED INTEREST	FACE VALUE	% TO PORTFOLIO
				STATED	YIELD						
CHANDLER ASSETS	FIRST AMERICAN	09/30/16	N/A	0.100%	0.100%	\$ 10,000,000	\$ 10,000,000	\$ -	\$ -	\$ 10,000,000	30.25%
CHANDLER ASSETS	FIRST AMERICAN	09/30/16	N/A	0.100%	0.100%	10,000,000	10,000,000	-	-	10,000,000	30.25%
LAIF	DEMAND	N/A	N/A	0.634%	0.634%	11,503,381	11,496,239	-	-	-	34.77%
RJ-CD	AMERICAN EXPRESS	12/09/15	12/09/20	2.250%	2.250%	113,834	110,000	-	-	110,000	0.33%
RJ-CD	CAPITAL ONE BANK	08/17/15	08/20/20	2.300%	2.300%	103,851	100,000	-	-	100,000	0.30%
RJ-CD	CIT BANK	03/06/13	03/06/18	1.100%	1.100%	146,256	145,000	-	-	145,000	0.44%
RJ-CD	DISCOVER BANK	10/17/12	10/17/16	1.200%	1.200%	100,025	100,000	-	-	100,000	0.30%
RJ-CD	DISCOVER BANK	02/20/13	02/20/18	1.100%	1.100%	150,558	150,000	-	-	150,000	0.45%
RJ-CD	EVERBANK	01/30/15	11/15/19	1.500%	1.740%	151,716	148,818	(1,650)	468	150,000	0.45%
RJ-CD	GE MONEY BANK	10/25/12	08/31/17	1.650%	1.650%	100,855	100,998	754	244	100,000	0.31%
RJ-CD	GE CAPITAL RETAIL BANK	11/19/12	11/09/16	1.350%	1.350%	100,085	100,536	499	37	100,000	0.30%
RJ-CD	GE CAPITAL RETAIL BANK	02/22/13	02/22/18	1.100%	1.100%	150,558	150,000	-	-	150,000	0.45%
RJ-CD	GOLDMAN SACHS BANK	02/13/13	02/13/18	1.200%	1.200%	150,759	150,000	-	-	150,000	0.45%
RJ-CD	GOLDMAN SACHS BANK	10/11/12	10/03/17	1.550%	1.550%	100,789	99,977	(11)	34	100,000	0.30%
RJ-CD	SYNCHRONY BANK	01/30/15	01/30/20	1.800%	1.800%	154,524	150,000	-	-	150,000	0.45%
RJ	CASH	N/A	N/A	0.000%	0.050%	61,485	61,423	-	-	61,485	0.19%
					0.093%	\$ 33,088,675	\$ 33,062,991	\$ (408)	\$ 784	\$ 21,566,485	100.00%

LAIF=LOCAL AGENCY INVESTMENT FUND

RJ=RAYMOND JAMES

CERTIFICATION

I CERTIFY THAT (1) ALL INVESTMENT ACTIONS EXECUTED SINCE THE LAST REPORT HAVE BEEN MADE IN FULL COMPLIANCE WITH THE DISTRICT'S INVESTMENT POLICY AND,(2) THE DISTRICT WILL MEET ITS EXPENDITURE OBLIGATIONS FOR THE NEXT SIX MONTHS AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTIONS 53646(b)(2) AND (3), RESPECTIVELY.

Cindy Byerrum, Treasurer

CINDY BYERRUM, TREASURER

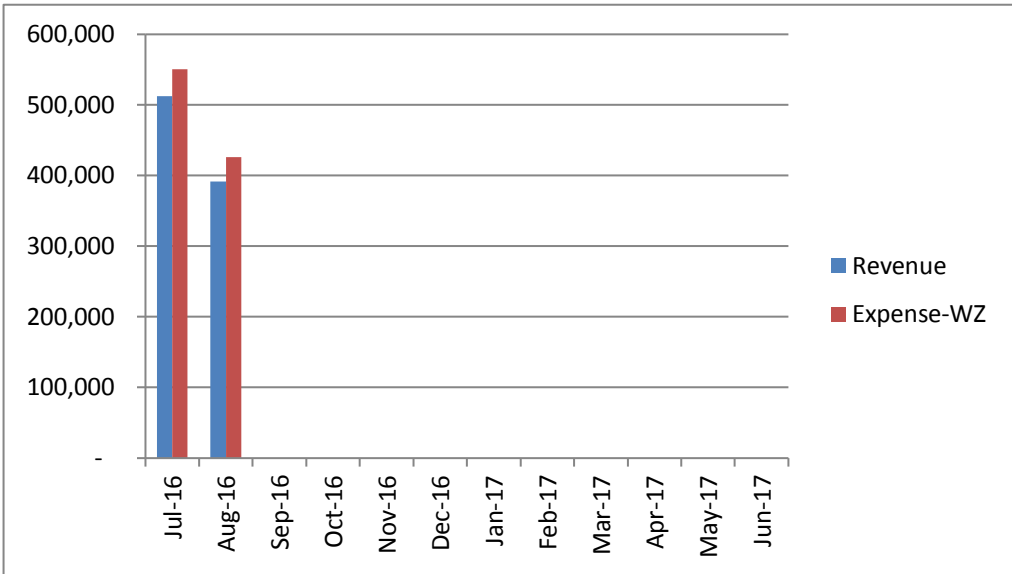
Wholesale Zone Financial Summary

For Period Ending August 31, 2016

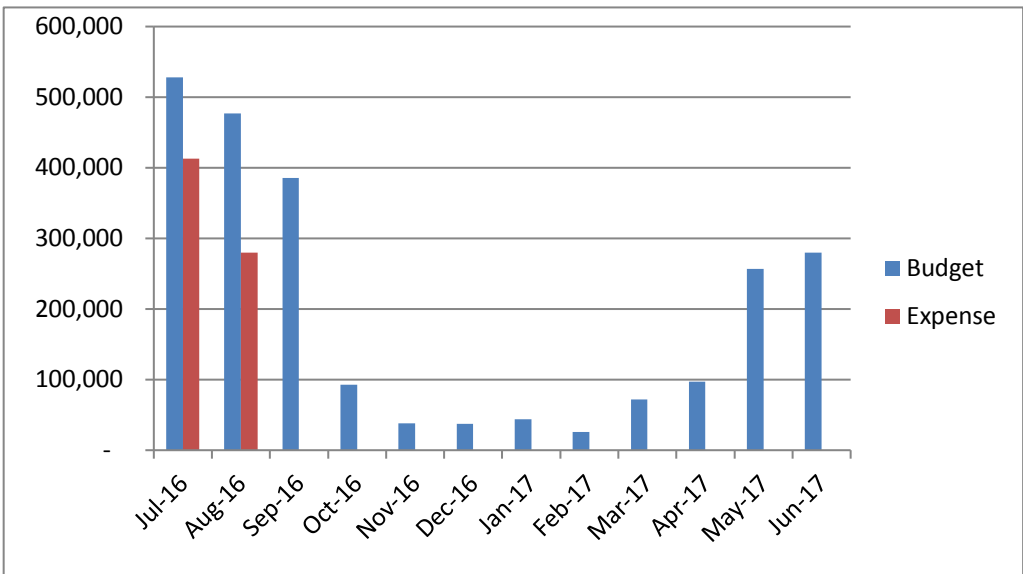
YTD Operating Income \$ 904,096

YTD Operating Expense \$ 977,123

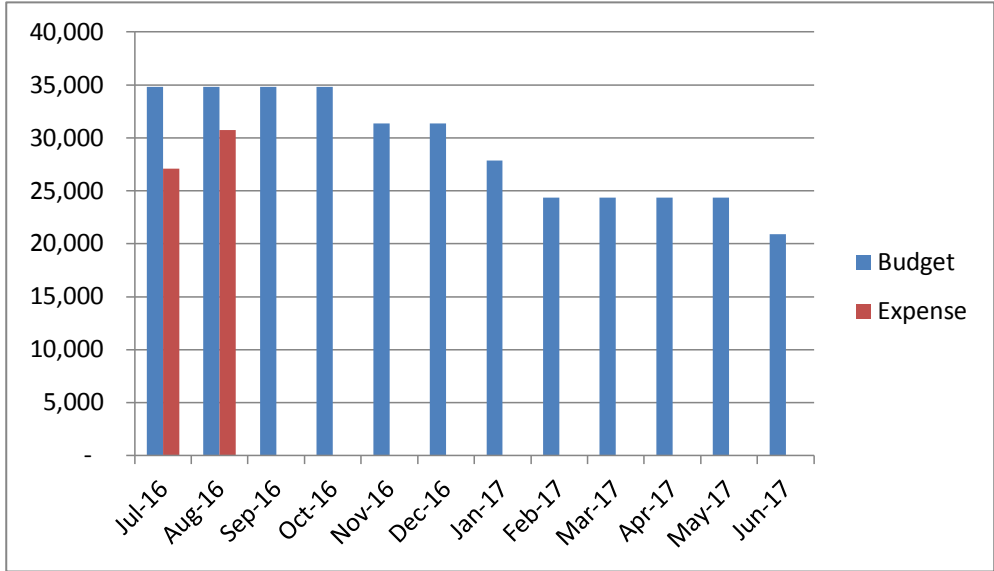
Revenue vs. Expenses



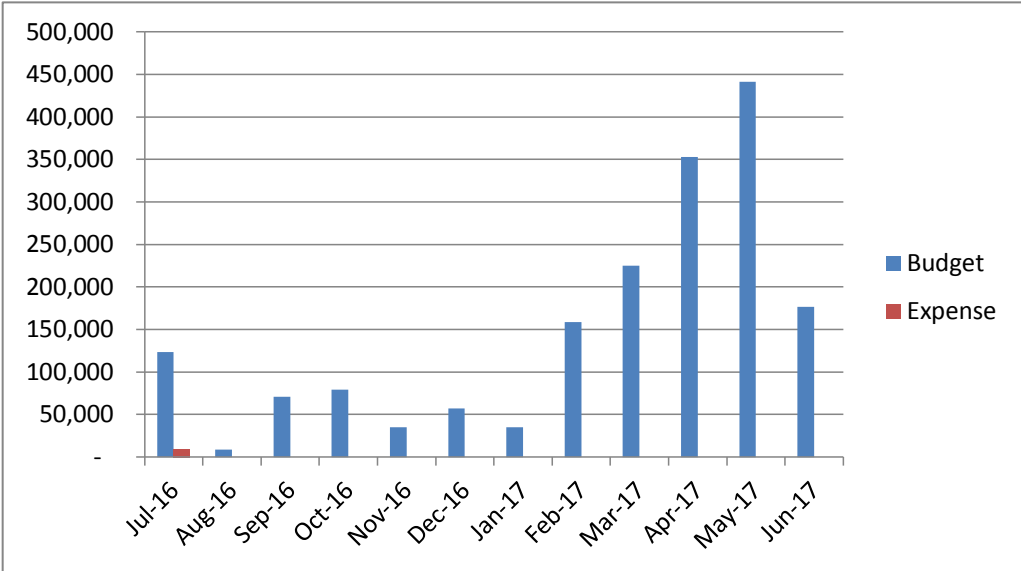
Water Purchased Budget vs. Actual



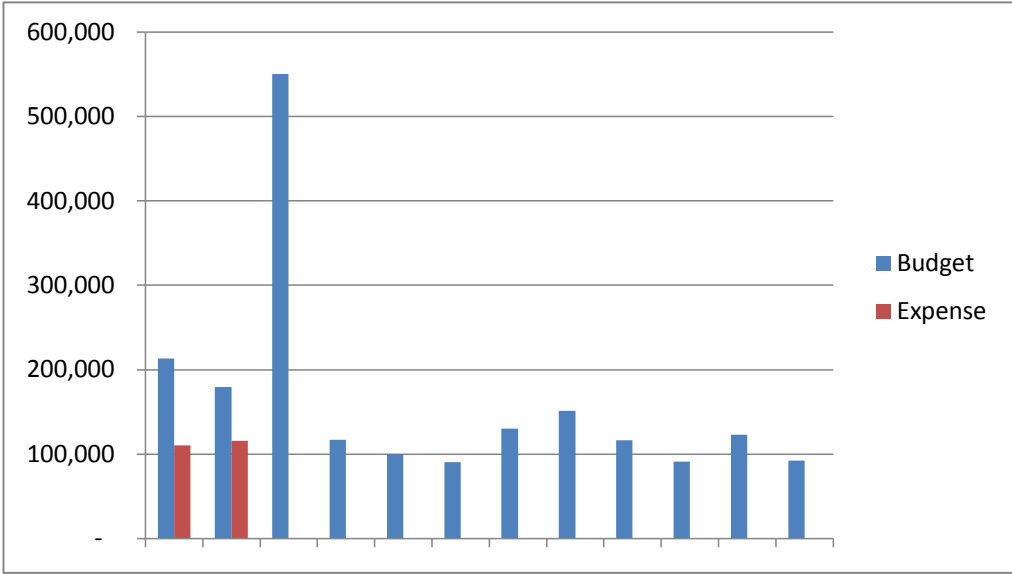
Salaries & Benefits Budget vs. Actual



CIP Budget & Actual



O&M Budget vs. Actual



WHOLESALE ZONE

**EAST ORANGE COUNTY WATER DISTRICT
2016-2017 STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
MONTH: AUGUST 2016**

REVENUE		MONTHLY ACTUAL REVENUE	YTD ACTUAL REVENUE	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
DESCRIPTION						
1	OPERATING REVENUE:					
2	WATER SALES	279,854	693,171	2,334,592	(1,641,421)	29.69%
3	FIXED CHARGES	52,362	104,724	575,807	(471,083)	18.19%
4	EOCWD FIXED CHARGES	42,878	81,380	489,575	(408,195)	16.62%
5	REIMBURSED EXP-IRWD	-	-	-	-	0.00%
6	OTHER CHARGES	217	404	30,755	(30,351)	1.31%
7	TOTAL OPERATING REVENUE:	375,311	879,679	3,430,729	(2,551,050)	
8	NON-OPERATING REVENUES (EXPENSES):					
9	PROPERTY TAXES	1,116	1,116	690,100	(688,984)	0.16%
10	RENTAL INCOME - CELLULAR ANTENNAS	8,354	16,643	110,180	(93,537)	15.11%
11	INTEREST & INVESTMENT EARNINGS	6,410	6,412	21,250	(14,838)	30.17%
12	NOTE RECEIVABLE - AMP	-	-	-	-	0.00%
13	MISCELLENIOUS INCOME (EXPENSE)	197	247	600	(353)	41.10%
14	TOTAL NON-OPERATING REVENUES, NET	16,077	24,417	822,130	(797,713)	2.97%
15	TOTAL REVENUES	391,388	904,096	4,252,859	(3,348,763)	21.26%

EXPENSES		MONTHLY ACTUAL EXPENSES	YTD ACTUAL EXPENSES	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
DESCRIPTION						
16	OPERATING EXPENSE:					
17	SOURCE OF SUPPLY	279,774	693,029	2,334,592	(1,641,563)	29.69%
18	MET/MWDOC FIXED CHARGE	33,352	66,704	376,341	(309,637)	17.72%
19	EOCWD FIXED CHARGE	19,010	38,020	228,121	(190,101)	16.67%
20	ENERGY	150	298	2,650	(2,352)	11.24%
21	OPERATIONS & MAINTENANCE	35,092	69,352	622,072	(552,720)	11.15%
22	GENERAL & ADMINISTRATIVE	25,600	44,867	293,590	(248,723)	15.28%
23	TRANSFER TO CAPITAL PROJECTS EXPENSE & RESERVES	32,948	65,895	395,493	(329,598)	16.66%
24	DEPRECIATION & AMORTIZATION	-	-	-	-	0.00%
25	MARKET VALUE ADJUSTMENT ON INVESTMENTS	283	(1,042)	-	(1,042)	0.00%
26	TOTAL OPERATING EXPENSE	426,208	977,123	4,252,859	(3,275,736)	22.98%
27	NET INCOME FROM OPERATIONS	(34,820)	(73,027)	-	(73,027)	
28	PRIOR YEARS INCOME (EXPENSES)	-	-	-	-	
29	NET INCOME (LOSS)	(34,820)	(73,027)	-	(73,027)	

Wholesale Zone

August 2016 Variance Report - 17% of Budget Year Expended

Account Name	Income(I) Expense (E)	YTD Amount	Percent Received/ Spent	Comments
<u>New</u>				
WATER SALES	I	693,171	29.69%	YTD is almost at 30% of budget due to increased water sales in the Summer months.
METER CHARGE	I	254	25.40%	YTD is Above 25% due to the increased water sales in the Summer months.
INTEREST EARNED - RAYMOND JAMES	I	6,412	37.72%	YTD is trending higher due to receiving more investment interest than expected.
VEHICLE MAINTENANCE	E	887	30.59%	YTD is at 30% of budget due to the purchase of truck equipment and District signs for the trucks.
CELLPHONES	E	670	32.84%	YTD is over 30% of budget due to the purchase of new equipment from Verizon for the new hires Abeyta and Cardenas.
OUTSIDE SERVICES	E	5,076	33.84%	YTD is at 33% of budget due to timing of the year and services needed
AUDITING	E	2,500	29.76%	YTD is at 29% of budget due to timing of the year and when bills are received.
ACCOUNTING	E	6,545	25.16%	At 25% of budget due to the additional accounting fees incurred in August to accommodate the Sewers and to prepare for the audit engagement.
COMPUTER CONSULTING	E	2,321	22.98%	YTD is trending high due to the security audit by Matrix Computer Service.

Ongoing

LATE CHARGE	I	150	150.00%	YTD is over 60% of budget due to late fees to COX
EOCF #2 NONINTERR OC 43	E	98,251	23.38%	YTD is trending high because it is summer and consumption is higher
WATER PURCHASED AMP	E	551,635	39.38%	YTD is trending high because it is summer and consumption is higher
LAFCO	E	11,082	138.52%	YTD is over budget due to having fees that were higher than expected

Capital Projects

New

Ongoing

EAST ORANGE COUNTY WATER DISTRICT**FOR WHOLESALE
MONTH: AUGUST 2016**

DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
REVENUE					
1 WATER SALES	279,854	693,171	2,334,592	(1,641,421)	29.69%
2 METER CHARGE	127	254	1,000	(746)	25.40%
3 LATE CHARGE	90	150	100	50	150.00%
4 CONNECTION FEES	-	-	1,000	(1,000)	0.00%
5 EOCWD RESERVE FUND CHARGE	28,121	53,603	312,495	(258,892)	17.15%
6 EOCWD READINESS TO SERVE CHARGE	14,757	27,777	177,080	(149,303)	15.69%
7 RETAIL SERVICE CONNECTIONS	19,010	38,020	228,121	(190,101)	16.67%
8 MET-MWDOC READINESS TO SERVE	19,012	38,024	207,704	(169,680)	18.31%
9 MET-MWDOC CAPACITY CHARGE	14,340	28,679	139,982	(111,303)	20.49%
10 MET-MWDOC CHOICE-WS	-	-	28,655	(28,655)	0.00%
11 REIMBURSED EXPENSES-IRWD	-	-	-	-	0.00%
12 REFUNDS	-	-	-	-	0.00%
13 Total OPERATING REVENUE:	375,311	879,679	3,430,729	(2,551,050)	
14 NON OPERATING INCOME					
15 INTEREST EARNED-LAIF	-	-	4,250	(4,250)	0.00%
16 INTEREST EARNED - RAYMOND JAMES	6,410	6,412	17,000	(10,588)	37.72%
17 TAXES-SECURED	-	-	600,000	(600,000)	0.00%
18 TAXES-UNSECURED	-	-	20,400	(20,400)	0.00%
19 TAXES SUPPLEMENTAL ROLL	463	463	10,200	(9,737)	4.54%
20 TAXES PRIOR YEARS	652	652	7,000	(6,348)	9.32%
21 TAXES HOMEOWNER'S SUBVENTION	-	-	3,300	(3,300)	0.00%
22 TAXES PUBLIC UTILITY	-	-	8,400	(8,400)	0.00%
23 TAXES TUSTIN RDA	-	-	40,800	(40,800)	0.00%
24 TAXES MISC	-	-	-	-	0.00%
25 RENT INCOME- AT&T	4,606	9,146	57,120	(47,974)	16.01%
26 RENT INCOME- CROWN CASTLE	3,748	7,497	53,060	(45,563)	14.13%
27 AMP SALE INSTALLMENTS	-	-	-	-	0.00%
28 MISCELLANEOUS INCOME	197	247	600	(353)	41.10%
29 Total NON OPERATING INCOME:	16,077	24,417	822,130	(797,713)	2.97%
30 Total REVENUES	391,388	904,096	4,252,859	(3,348,763)	21.26%

EXPENSES

31 EOCF #2 NONINTERR OC 43	12,152	98,251	420,227	(321,976)	23.38%
32 EOCF #2 NONINTERR OC 48	32,970	43,144	513,610	(470,466)	8.40%
33 WATER PURCHASED AMP	234,652	551,635	1,400,755	(849,120)	39.38%
34 AMP_FAP LEASE EXPENSE	-	-	-	-	0.00%
35 MET-MWDOC CHOICE BUDGET	-	-	28,655	(28,655)	0.00%
36 MET-MWDOC READINESS TO SERVE	19,012	38,024	207,704	(169,680)	18.31%
37 MET-MWDOC CAPACITY FEES	14,340	28,679	139,982	(111,303)	20.49%
38 MWDOC RETAIL SERVICE CONNECT	19,010	38,020	228,121	(190,101)	16.67%

EAST ORANGE COUNTY WATER DISTRICT**FOR WHOLESALE
MONTH: AUGUST 2016**

	DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
39	UTILITY- SCADA RTU	150	298	2,650	(2,352)	11.24%
40	SMALL TOOLS	95	143	3,675	(3,532)	3.90%
41	GASOLINE, OIL & DIESEL FUEL	-	317	5,100	(4,783)	6.21%
42	REGULATORY PERMITS	296	539	7,150	(6,611)	7.54%
43	PROF SERV WATER QUAL. CONTROL	575	1,285	26,000	(24,715)	4.94%
44	SCADA REPLACEMENTS / UPGRADES	-	-	10,200	(10,200)	0.00%
45	OPERATIONS REPORTING SOFTWARE	300	1,274	15,000	(13,727)	8.49%
46	METER PURCHASE/REPAIR	-	-	10,200	(10,200)	0.00%
47	PRESSURE REGULATORS R&M	-	-	5,100	(5,100)	0.00%
48	R/M- MAINS	-	-	25,500	(25,500)	0.00%
49	SERVICE CONNECTIONS R&M	-	-	1,550	(1,550)	0.00%
50	RESERVOIRS R&M	-	13	25,500	(25,487)	0.05%
51	R/M- VAULTS	-	-	10,200	(10,200)	0.00%
52	R/M- CATHODIC PROTECTION	222	411	25,300	(24,889)	1.63%
53	MAINTAIN & OPERATE EOCF#2	-	1,705	45,000	(43,295)	3.79%
54	METER TESTING	-	-	3,060	(3,060)	0.00%
55	SAC LINE R&M	351	701	25,000	(24,299)	2.80%
56	EQUIPMENT RENTAL	1,733	4,095	20,000	(15,905)	20.48%
57	EQUIPMENT MAINTENANCE	-	-	3,570	(3,570)	13.13%
58	VEHICLE MAINTENANCE	771	887	2,900	(2,013)	30.59%
59	MAINTENANCE-BUILDINGS AND GROUNDS	-	150	3,800	(3,650)	3.95%
60	WAGES	22,918	41,557	200,000	(158,443)	20.78%
61	PAYROLL TAXES- FICA & MEDICARE	1,786	3,262	17,000	(13,738)	19.19%
62	PERS CLASSIC(ER-CONTRIBUTION)	846	1,984	13,000	(11,016)	15.26%
63	PERS CLASSIC (ER-PAID MEMBER)	462	1,305	6,500	(5,195)	20.07%
64	PERS PEPRA (ER)	250	527	4,500	(3,973)	11.72%
65	PERS UNFUNDED	595	1,190	5,500	(4,310)	21.64%
66	PERS CLASSIC (EMPLOYEE)	(325)	(605)	(3,000)	2,395	20.17%
67	PERS PEPRA (EMPLOYEE)	(205)	(345)	(2,500)	2,155	13.80%
68	PERS - OTHER	-	-	39,227	(39,227)	0.00%
69	PAYROLL TAXES- SUI & ETT	41	74	1,000	(926)	7.38%
70	HEALTH & ACCIDENT INSURANCE	3,675	7,367	50,000	(42,633)	14.73%
71	DENTAL INSURANCE	278	556	4,000	(3,444)	13.90%
72	VISION INSURANCE	63	126	700	(574)	17.94%
73	LIFE INSURANCE	27	54	300	(246)	18.04%
74	WORKER'S COMP INSURANCE	293	657	5,000	(4,343)	13.13%
75	EDUCATIONAL REIMBURSEMENTS	-	-	5,000	(5,000)	0.00%
76	UNIFORMS	46	125	2,040	(1,915)	6.11%
77	UTILITIES- OFFICE- ELECT & WTR	268	550	4,000	(3,450)	13.75%
78	UTILITIES-DUMPSTER	13	39	500	(461)	7.81%
79	MCPHERSON FAX	15	51	600	(549)	8.44%
80	MCPHERSON INTERNET	45	135	2,500	(2,365)	5.40%
81	MCPHERSON OFFICE PHONES	80	450	3,570	(3,120)	12.59%
82	DISTRICT WEBSITE	21	64	2,295	(2,231)	2.78%

EAST ORANGE COUNTY WATER DISTRICT

**FOR WHOLESALE
MONTH: AUGUST 2016**

	DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
83	ANSWERING SERVICE	7	22	200	(178)	11.07%
84	CELLPHONES	535	670	2,040	(1,370)	32.84%
85	PHONE CIRCUITS TO CTRL EQUIP	359	801	7,080	(6,279)	11.31%
86	TRAINING/SCHOOLS	8	201	7,150	(6,949)	2.81%
87	CONSERVATION EDUCATION	263	518	5,100	(4,582)	10.16%
88	TRAVEL- CONF/SEMINARS	188	188	10,000	(9,813)	1.88%
89	MILEAGE	-	39	715	(676)	5.48%
90	BOARD MEETING EXPENSE	60	106	2,000	(1,894)	5.31%
91	DUES & MEMBERSHIP- ACWA	255	510	3,800	(3,290)	13.43%
92	DUES & MEMBERSHIPS- OCWA	-	-	100	(100)	0.00%
93	DUES & MEMBERSHIPS- AWWA	-	-	500	(500)	0.00%
94	DUES & MEMBERSHIP- FCA	-	-	50	(50)	0.00%
95	DUES & MEMBERSHIP- CSDA	-	-	3,570	(3,570)	0.00%
96	DUES- ISDOC/URBAN WTR	21	42	1,200	(1,158)	3.47%
97	POSTAGE	55	73	2,050	(1,977)	3.58%
98	OFFICE SUPPLY/FURN/SMALL EQUIP	131	189	10,000	(9,811)	1.89%
99	PUBLICATIONS & LEGAL NOTICES	5	10	5,100	(5,090)	0.20%
100	COPIER CONTRACT	30	59	2,500	(2,441)	2.34%
101	OFFICE EQUIPMENT R&M	-	592	800	(208)	74.06%
102	OUTSIDE SERVICES	4,659	5,076	15,000	(9,924)	33.84%
103	AUDITING	-	2,500	8,400	(5,900)	29.76%
104	TAX COLLECTION FEES	2	2	7,100	(7,098)	0.02%
105	TREASURER	-	-	5,100	(5,100)	0.00%
106	ACCOUNTING	3,115	6,545	26,010	(19,465)	25.16%
107	LEGAL	7,284	7,284	45,000	(37,716)	16.19%
108	COMPUTER CONSULTING	1,386	2,321	10,100	(7,779)	22.98%
109	ENGINEERING-WS	-	2,000	20,500	(18,500)	9.76%
110	LAFCO	5,850	11,082	8,000	3,082	138.52%
111	UNDERGROUND SERVICE ALERT	9	56	400	(344)	14.10%
112	BANK CHARGES	201	334	2,000	(1,666)	16.70%
113	INSURANCE-AUTO & GEN LIABILITY	392	1,238	12,500	(11,262)	9.91%
114	INSURANCE-PROPERTY	75	300	3,750	(3,450)	8.00%
115	INSURANCE-EMP. FIDELITY BOND	9	26	300	(274)	8.60%
116	SECURITY	-	-	1,500	(1,500)	0.00%
117	ELECTION EXPENSE	-	-	40,000	(40,000)	0.00%
118	MISCELLANEOUS EXP	-	-	510	(510)	0.00%
119	DIRECTOR- BARRETT	-	-	-	-	0.00%
120	DIRECTOR- VANDERWERFF	-	-	-	-	0.00%
121	DIRECTOR- DULEBOHN	100	313	2,500	(2,188)	12.50%
122	DIRECTOR- BELL	42	192	2,500	(2,308)	7.67%
123	DIRECTOR- DAVERT	-	-	-	-	0.00%
124	DIRECTOR- EVERETT	58	146	2,500	(2,354)	5.83%
125	DIRECTOR- SEARS	58	146	2,500	(2,354)	5.83%
126	DEPRECIATION EXP.	-	-	-	-	0.00%

EAST ORANGE COUNTY WATER DISTRICT**FOR WHOLESALE
MONTH: AUGUST 2016**

	DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
127	TRANS TO CAPITAL PROJECTS	3,756	7,512	45,193	(37,681)	16.62%
128	TRANSFER TO (FROM) RESERVES	29,192	58,383	350,300	(291,917)	16.67%
129	MARKET VALUE ADJUST-INVESTMENT	283	(1,042)	-	(1,042)	0.00%
130	MARKET VALUE ADJUST-INVESTMENT	-	-	-	-	0.00%
130	Total EXPENSES:	426,208	977,123	4,252,859	(3,275,736)	22.98%
131	NET INCOME FROM OPERATIONS:	(34,820)	(73,027)	-	(73,027)	
132	OTHER INCOME AND EXPENSE					
133	PRIOR YEARS INCOME (EXPENSES)	-	-	-	-	0.00%
134	Total OTHER INCOME AND EXPENSE	-	-	-	-	0.00%
135	NET INCOME (LOSS)	(34,820)	(73,027)	-	(73,027)	

No assurance is provided on these financial statements.

The financial statements do not include a statement of cash flows.

Substantially all disclosures required by accounting principles generally accepted in the United States are not included.

WHOLESALE ZONE CAPITAL PROJECTS

EAST ORANGE COUNTY WATER DISTRICT
2016-2017 STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
MONTH: AUGUST 2016

REVENUE					
DESCRIPTION	MONTHLY ACTUAL REVENUE	YTD ACTUAL REVENUE	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
1 FUNDS PROVIDED BY RESERVE	-	-	6,008,830	(6,008,830)	0.00%
2 CAPITAL PROJECTS REVENUE					
3 INTEREST EARNINGS	-	-	17,000	(17,000)	0.00%
4 REIMBURSEMENTS	-	-	-	-	0.00%
5 TRANSFER FROM OPERATING EXPENSES	32,948	65,895	395,494	(329,598)	16.66%
6 NET OPERATING INCOME	32,948	65,895	6,421,324	(6,355,428)	
EXPENSES					
DESCRIPTION	MONTHLY ACTUAL EXPENSES	YTD ACTUAL EXPENSES	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
7 CAPITAL PROJECTS EXPENSES					
8 UWMP UPDATE	-	-	-	-	0.00%
9 6 MG SECURITY GATE @ JAMBOREE	-	-	-	-	0.00%
10 6 MG SECURITY SYSTEM	-	-	-	-	0.00%
11 PIPELINE INSPECTION	-	-	-	-	0.00%
12 BETTERMENT & REPLACEMENT PLAN	-	-	-	-	0.00%
13 PROGRAMMATIC CEQA	-	-	-	-	0.00%
14 6 MG RESERVOIR ROOF REPAIRS	-	8,896	1,325,000	(1,316,104)	0.67%
15 6 MG LEAK DETECTION SYSTEM	-	-	80,000	(80,000)	0.00%
16 PIPELINE CATHODIC PROTECTION	-	-	45,000	(45,000)	0.00%
17 OFFICE/YARD IMPROVEMENT	-	-	6,000	(6,000)	0.00%
18 11.5 CATHODIC PROTECTION	-	-	57,000	(57,000)	0.00%
19 NEW FIELD TRUCK FOR OPERATIONS	-	-	20,000	(20,000)	0.00%
20 6 MG TREATMENT PLANT	-	-	22,500	(22,500)	0.00%
21 ANDRES RESERVOIR VULNERABILITY UPGRADE	-	-	-	-	0.00%
22 VALVE REPLACEMENT (12" - 27")	-	-	23,000	(23,000)	0.00%
23 NEWPORT RESERVOIR MIXING SYSTEM	-	-	31,000	(31,000)	0.00%
24 6 MG RESERVOIR MIXING LAB	-	-	-	-	0.00%
25 11.5 & 1 MG RESERVOIR ISOLATION VALVES	-	-	-	-	0.00%
26 OC33 RECONNECTION	-	-	-	-	0.00%
27 VULNERABILITY UPGRADES-OC 70	-	-	-	-	0.00%
28 SEDARU IMPROVEMENTS	-	-	10,000	(10,000)	0.00%
29 WZ CAPITALIZED ACCOUNTING	-	-	-	-	0.00%
30 EL NINO PREPARATION	-	-	-	-	0.00%
31 SCADA SYSTEM IMPROVEMENTS	-	-	30,000	(30,000)	-
32 PIPELINE REPAIR/REPLACEMENT RESERVE	-	500	75,000	(74,500)	-
33 WZ TURNOUT REPAIRS-FLOWMETER REHAB & CORROSION REPAIRS	-	-	16,250	(16,250)	-
34 COPIER	-	-	5,000	(5,000)	-
35 WATER LOSS ANALYSIS/RECOVERY	-	-	20,000	(20,000)	0.00%
36 TOTAL OPERATING EXPENSE	-	9,396	1,765,750	(1,756,354)	
37 NET INCOME FROM OPERATIONS	32,948	56,499	4,655,574	(4,599,074)	
38 PRIOR YEARS INCOME (EXPENSES)	-	-	-	-	
39 NET INCOME (LOSS)	32,948	56,499	4,655,574	(4,599,074)	

**FOR WHOLESALE
MONTH: AUGUST 2016**

DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
REVENUE					
FUNDED BY RESERVES	-	-	6,008,830	(6,008,830)	
1 INTEREST-LAIF-CAP	-	-	17,000	(17,000)	0.00%
2 REIMBURSEMENTS	-	-	-	-	0.00%
3 TRANSFER FROM WZ OPERATIONS EXPENSES	29,192	32,948	45,194	(12,246)	72.90%
4 TRANSFER FROM CAPITAL RESERVES	3,756	32,948	350,300	(317,352)	9.41%
5 Total NON OPERATING INCOME:	32,948	65,895	6,421,324	(6,355,428)	
6 Total OPERATING REVENUE	32,948	65,895	6,421,324	(6,355,428)	
7 NET OPERATING INCOME:	32,948	65,895	6,421,324	(6,355,428)	
EXPENSES					
8 UWMP Update	-	-	-	-	0.00%
9 6 MG Security Gate @ Jamboree-Construction	-	-	-	-	0.00%
10 6 MG Security Gate @ Jamboree-Labor	-	-	-	-	0.00%
11 6 MG Security System-Construction	-	-	-	-	0.00%
12 6 MG Security System-Labor	-	-	-	-	0.00%
13 Pipeline Inspection-Engineering	-	-	-	-	0.00%
14 Pipeline Inspection-Labor	-	-	-	-	0.00%
15 Betterment & Replacement Plan-Engineering	-	-	-	-	0.00%
16 Programmatic CEQA	-	-	-	-	0.00%
17 6 MG Reservoir Roof Repairs-Construction	-	-	1,200,000	(1,200,000)	0.00%
18 6 MG Reservoir Roof Repairs-Engineering	-	8,896	100,000	(91,104)	8.90%
19 6 MG Reservoir Roof Repairs-Labor	-	-	25,000	(25,000)	0.00%
20 Pipeline Cathodic Protection-Construction	-	-	25,000	(25,000)	0.00%
21 Pipeline Cathodic Protection-Engineering	-	-	-	-	0.00%
22 Pipeline Cathodic Protection-Labor	-	-	20,000	(20,000)	0.00%
23 Office/Yard Improvement-Construction	-	-	5,000	(5,000)	0.00%
24 Office/Yard Improvement-Labor	-	-	1,000	(1,000)	0.00%
25 11.5 Cathodic Protection-Construction	-	-	30,000	(30,000)	0.00%
26 11.5 Cathodic Protection-Engineering	-	-	25,000	(25,000)	0.00%
27 11.5 Cathodic Protection-Labor	-	-	2,000	(2,000)	0.00%
28 New Truck for Field Operations	-	-	20,000	(20,000)	0.00%
29 6 MG Leak Detection System-Engineering	-	-	20,000	(20,000)	0.00%
30 6 MG Leak Detection System-Construction	-	-	50,000	(50,000)	0.00%
31 6 MG Leak Detection System-Labor	-	-	10,000	(10,000)	0.00%
32 6 MG Treatment Plant - Preliminary	-	-	-	-	0.00%
33 6 MG Treatment Plant - CEQA	-	-	17,500	(17,500)	0.00%
34 6 MG Treatment Plant-Construction	-	-	-	-	0.00%
35 6 MG Treatment Plant Feasibility Study-Engineering	-	-	-	-	0.00%
36 6 MG Treatment Plant-Labor	-	-	5,000	(5,000)	0.00%
37 Andres Reservoir Vulnerability Upgrade-Construction	-	-	-	-	0.00%
38 Andres Reservoir Vulnerability Upgrade-Engineering	-	-	-	-	0.00%

**FOR WHOLESALE
MONTH: AUGUST 2016**

DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
39 Andres Reservoir Vulnerability Upgrade-Labor	-	-	-	-	0.00%
40 Valve Replacement (12" - 27")-Construction	-	-	12,000	(12,000)	0.00%
41 Valve Replacement (12" - 27")-Engineering	-	-	5,000	(5,000)	0.00%
42 Valve Replacement (12" - 27")-Labor	-	-	6,000	(6,000)	0.00%
43 Newport Reservoir Mixing System-Labor	-	-	1,000	(1,000)	0.00%
44 Newport Reservoir Mixing System-Engineering	-	-	5,000	(5,000)	0.00%
45 Newport Reservoir Mixing System-Construction	-	-	25,000	(25,000)	0.00%
46 6 MG Reservoir Mixing Lab-Labor	-	-	-	-	0.00%
47 6 MG Reservoir Mixing Lab-Engineering	-	-	-	-	0.00%
48 6 MG Reservoir Mixing Lab-Construction	-	-	-	-	0.00%
49 11.5 & 1 MG Reservoir Isolation Valves-Labor	-	-	-	-	0.00%
50 11.5 & 1 MG Reservoir Isolation Valves-Engineering	-	-	-	-	0.00%
51 11.5 & 1 MG Reservoir Isolation Valves-Construction	-	-	-	-	0.00%
52 OC33 Reconnection-Labor	-	-	-	-	0.00%
53 OC33 Reconnection-Engineering	-	-	-	-	0.00%
54 OC33 Reconnection-Construction	-	-	-	-	0.00%
55 Vulnerability Upgrades-OC 70-Construction	-	-	-	-	0.00%
56 Sedaru Improvements	-	-	10,000	(10,000)	0.00%
57 WZ Capitalized Accounting	-	-	-	-	0.00%
58 El Nino Preparation	-	-	-	-	0.00%
59 Scada System Improvements	-	-	30,000	(30,000)	0.00%
60 Pipeline Repair/Replacement Reserve-Engineering	-	-	12,500	(12,500)	0.00%
61 Pipeline Repair/Replacement Reserve-Construction	-	500	62,500	(62,000)	0.80%
62 WZ Turnout Repairs-Flowmeter Rehab & Corrosion Repair	-	-	16,250	(16,250)	0.00%
63 Copier	-	-	5,000	(5,000)	0.00%
64 Water Loss Analysis/Recovery	-	-	20,000	(20,000)	0.00%
65 Total EXPENSES:	-	9,396	1,765,750	(1,756,354)	
66 NET INCOME (LOSS)	32,948	56,499	4,655,574	(4,599,074)	1.21%

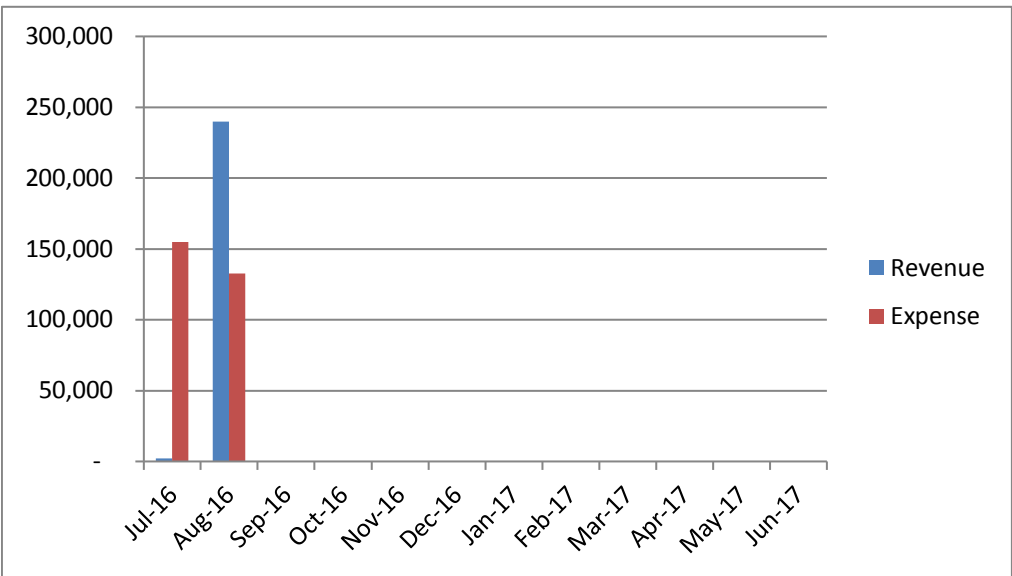
Retail Zone Financial Summary

For Period Ending August 31, 2016

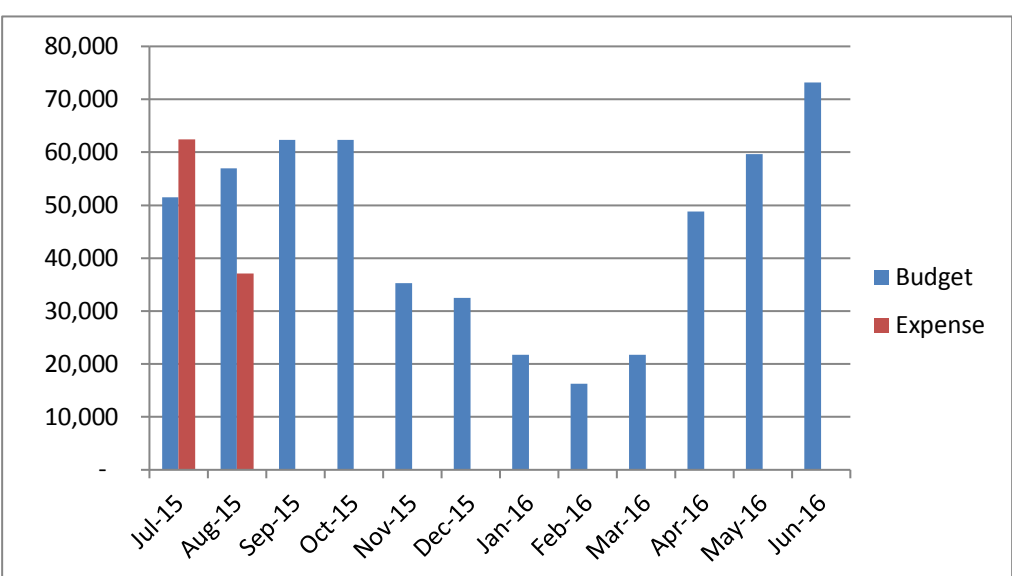
YTD Operating Income \$ 242,264

YTD Operating Expense \$ 287,772

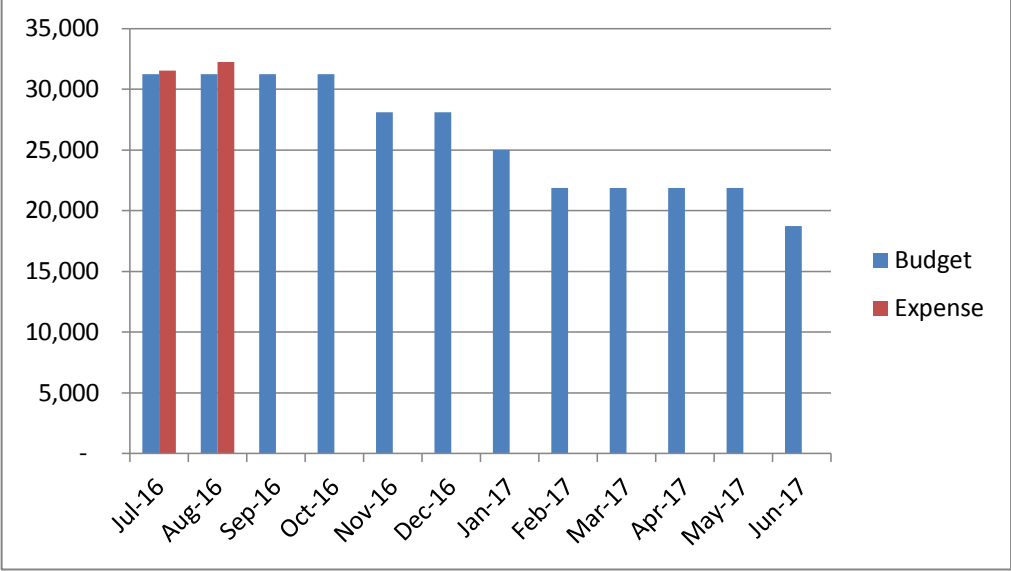
Revenue vs Expenses



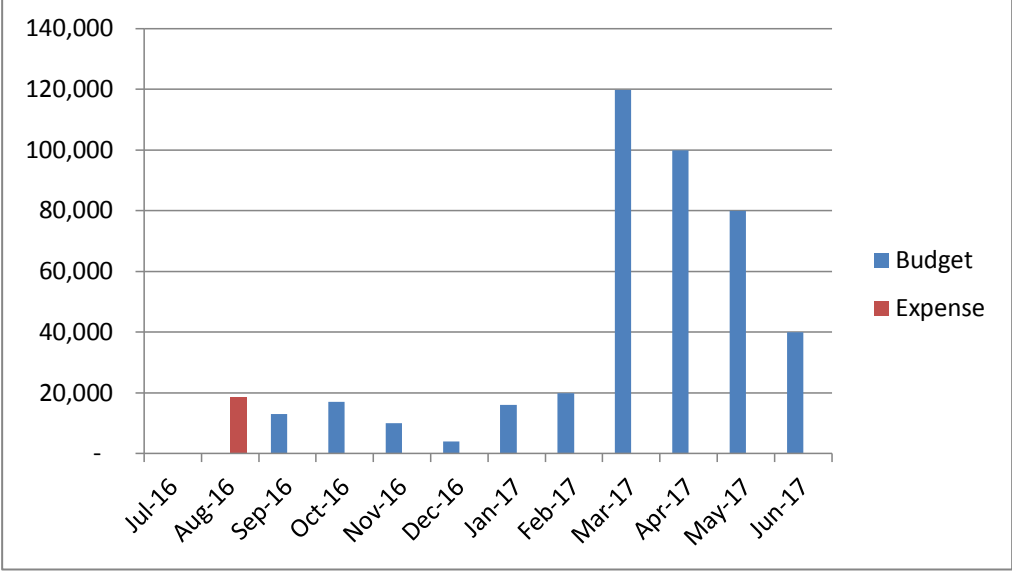
Water Purchased Budget vs. Actual



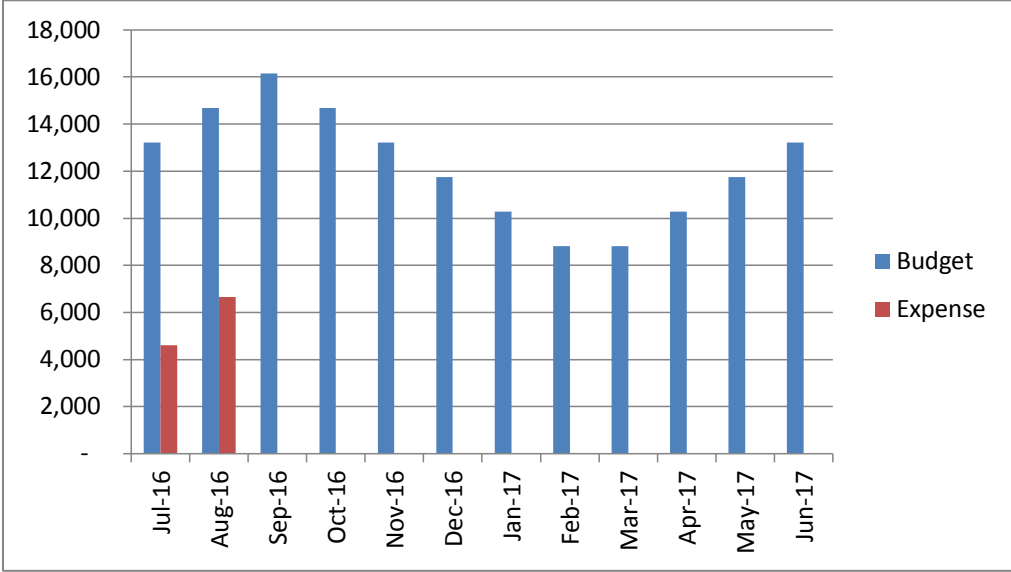
Salaries & Benefits Budget vs. Actual



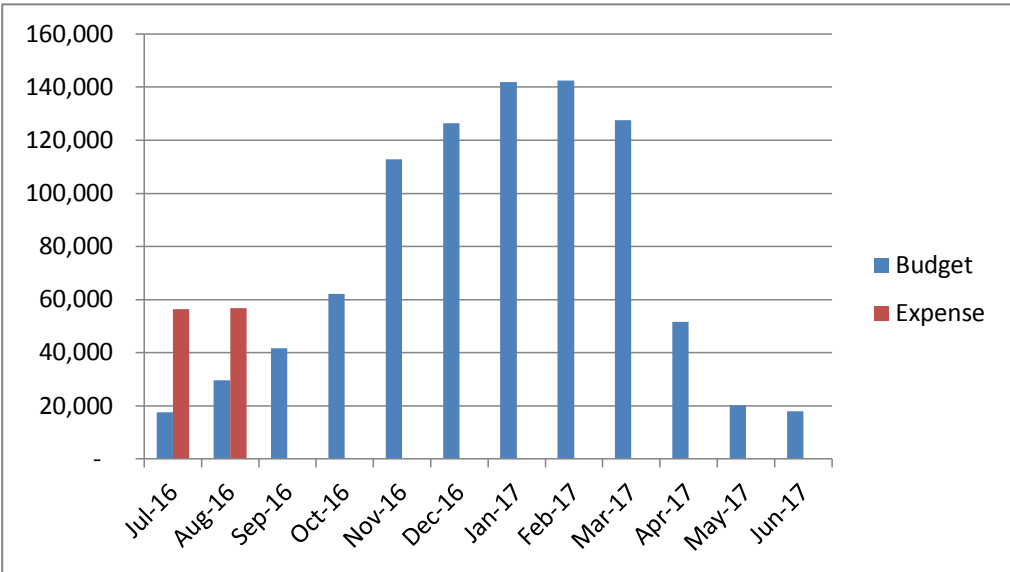
CIP Budget vs. Actual



Electrical Budget vs. Actual



O&M Budget vs. Actual



RETAIL ZONE

EAST ORANGE COUNTY WATER DISTRICT
2016-2017 STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
MONTH: AUGUST 2016

REVENUE		MONTHLY	YTD	ANNUAL	BUDGET \$	PERCENT
DESCRIPTION		ACTUAL	ACTUAL	2016-17	OVER	OF BUDGET
		REVENUE	REVENUE	BUDGET	(UNDER)	EXPENDED
1	OPERATING REVENUE:					
2	WATER SALES	179,560	179,983	1,072,000	(892,017)	16.79%
3	METER CHARGE	59,829	59,958	405,900	(345,942)	14.77%
4	OTHER CHARGES	-	1,440	10,600	(9,160)	13.58%
5	TOTAL OPERATING REVENUE:	239,390	241,380	1,488,500	(1,247,120)	16.22%
6	NON-OPERATING REVENUES (EXPENSES):					
7	PROPERTY TAXES	632	632	400,100	(399,468)	0.16%
8	INTEREST & INVESTMENT EARNINGS	5	11	4,100	(4,089)	0.27%
9	MISCELLENIOUS INCOME	-	240	500	(260)	48.00%
10	MARKET VALUE ADJUSTMENT ON INVESTMENTS	-	-	-	-	0.00%
11	DISPOSAL OF ASSET GAIN (LOSS)	-	-	-	-	0.00%
12	TOTAL NON-OPERATING REVENUES, NET	637	883	404,700	(403,817)	0.22%
13	TOTAL REVENUES	240,027	242,264	1,893,200	(1,650,936)	12.80%

EXPENSES		MONTHLY	YTD	ANNUAL	BUDGET \$	PERCENT
DESCRIPTION		ACTUAL	ACTUAL	2016-17	OVER	OF BUDGET
		EXPENSES	EXPENSES	BUDGET	(UNDER)	EXPENDED
14	OPERATING EXPENSE:					
15	SOURCE OF SUPPLY	35,622	90,868	423,200	(332,332)	21.47%
16	MET/MWDOC FIXED CHARGE	1,099	2,197	13,300	(11,103)	16.52%
17	WZ FIXED CHARGE	2,591	4,799	29,700	(24,901)	16.16%
18	PIPELINE CAPACITY LEASE	(2,182)	1,706	76,000	(74,294)	2.24%
19	ENERGY	6,381	10,697	142,500	(131,803)	7.51%
20	OPERATIONS & MAINTENANCE	42,244	84,555	570,900	(486,345)	14.81%
21	GENERAL & ADMINISTRATIVE	22,366	43,585	341,410	(297,825)	12.77%
22	TRANSFER TO CAPITAL PROJECTS EXPENSE	15,099	30,198	181,190	(150,992)	16.67%
23	RETAIL OPERATIONS CONTINGENCY FUND	5,417	10,833	65,000	(54,167)	16.67%
24	FUNDED TO/BY RESERVE	4,167	8,333	50,000	(41,667)	16.67%
25	DEPRECIATION & AMORTIZATION	-	-	-	-	0.00%
26	TOTAL OPERATING EXPENSE	132,804	287,772	1,893,200	(1,605,428)	15.20%
27	NET INCOME FROM OPERATIONS	107,223	(45,508)	-	(45,508)	
28	PRIOR YEARS INCOME (EXPENSES)	-	-	-	-	
29	NET INCOME (LOSS)	107,223	(45,508)	-	(45,508)	

Retail Zone**August 2016 Variance Report - 17% of Budget Year Expended**

Account Name	Income(I) Expense (E)	YTD Amount	Percent Received/ Spent	Comments
Operating				
<u>New</u>				
WEST WELL MAINTENANCE	E	3,203	64%	Over 60% of budget due to the purchase of a new motor for the west well.
SERVICE LATERALS R&M	E	7,016	28%	Over 27% of the budget due to the service line replacement at 12245 Circular Panorama.
WAGES	E	46,387	23%	We are above the expected budget percentage because there were 3 payrolls processed in August.
PAYROLL TAXES- FICA & MEDICARE	E	3,633	27%	We are above the expected budget percentage because there were 3 payrolls processed in August.
CELLPHONES	E	670	39%	Almost at 40% of budget due to the purchase of new equipment from Verizon for the new hires Abeyta and Cardenas.
POSTAGE	E	999	20%	Over 20% of budget due to mailing and folding services rendered by Main Graphics in August.
OUTSIDE SERVICES	E	6,095	40%	YTD is at 33% of budget due to timing of the year and services needed
AUDITING	E	2,500	29%	YTD is at 29% due to timing of the year and when bills are received.
ACCOUNTING	E	6,545	25%	At 25% of budget due to the additional accounting fees incurred in August to accommodate the Sewers and to prepare for the audit engagement.
COMPUTER CONSULTING	E	2,321	33%	Above 30% of budget due to the security audit by Matrix Computer Service.
<u>Ongoing</u>				
MISCELLANEOUS INCOME	I	240	48%	YTD is 48% of budget due to money received from ACWA for employee wellness
WATER PURCHASED	E	45,032	26%	YTD is over 25% because we budgeted based off the 29% reduction instead of the 15% reduction which was adopted
LAFCO	E	2,753	55%	YTD is above 50% of budget due to timing and paying LAFCO fees at the beginning of the
OFFICE EQUIPMENT R&M	E	592	59%	YTD is over 50% due to the installation of new phones
Capital				
<u>New</u>				
Barrett Reservoir 75Hp Booster Pump Replacement-Construction	E	18,735	75%	YTD is almost at 75% of budget due to the timing of purchases in the year
<u>Ongoing</u>				

DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
REVENUE					
1 WATER SALES	179,560	179,983	1,072,000	(892,017)	16.79%
2 DROUGHT SURCHARGE	-	-	-	-	0.00%
3 METER CHARGE	59,829	59,958	405,900	(345,942)	14.77%
4 LATE CHARGE	-	1,350	11,000	(9,650)	12.27%
5 RETURNED CHECK CHARGE	-	90	1,000	(910)	9.00%
6 TURN OFF CHARGE	-	-	600	(600)	0.00%
7 OTHER CHARGES	-	-	-	-	0.00%
8 UNCOLLECTIBLE ACCOUNTS	-	-	(2,000)	2,000	0.00%
9 TURN ON NEW SERVICE	-	-	-	-	0.00%
10 REFUNDS	-	-	-	-	0.00%
11 Total OPERATING REVENUE:	239,390	241,380	1,488,500	(1,247,120)	16.22%
12 INTEREST INCOME-MM	5	11	100	(89)	11.16%
13 INTEREST-LAIF-OP	-	-	4,000	(4,000)	0.00%
14 TAXES SECURED	-	-	350,000	(350,000)	0.00%
15 TAXES UNSECURED	-	-	15,100	(15,100)	0.00%
16 TAXES SUPPLEMENTAL ROLL	263	263	9,900	(9,637)	2.65%
17 TAXES PRIOR YEARS	370	370	3,900	(3,530)	9.47%
18 TAXES HOMEOWNER'S SUBVENTION	-	-	1,900	(1,900)	0.00%
19 TAXES PUBLIC UTILITY	-	-	4,300	(4,300)	0.00%
20 TAXES TUSTIN RDA	-	-	20,000	(20,000)	0.00%
21 TAXES MISC	-	-	-	-	0.00%
22 TAXES ACCRUED	-	-	(5,000)	5,000	0.00%
23 DISPOSAL OF ASSETS GAIN(LOSS)	-	-	-	-	0.00%
24 MISCELLANEOUS INCOME	-	240	500	(260)	48.00%
25 Total NON OPERATING INCOME:	637	883	404,700	(403,817)	
26 Total REVENUE	240,027	242,264	1,893,200	(1,650,936)	

EXPENSES

27 WATER PURCHASED	25	45,032	176,000	(130,968)	25.59%
28 WATER PURCHASED IN-LIEU	-	-	-	-	0.00%
29 WATER PURCHASED IN LIEU CREDIT	-	-	-	-	0.00%
30 OCWD- REPLENISH ASSESSMENT	35,597	45,835	247,200	(201,365)	18.54%
31 MET-MWDOC READINESS TO SERVE	(889)	1,706	35,000	(33,294)	4.87%
32 MET-MWDOC CAPACITY FEES	(1,293)	-	16,000	(16,000)	0.00%
33 MET-MWDOC CHOICE	-	-	25,000	(25,000)	0.00%
34 MWDOC RETAIL SERVICE CONNECT	1,099	2,197	13,300	(11,103)	16.52%
35 EOCWD WR RESERVE FUND CHARGE	835	1,588	10,300	(8,712)	15.42%
36 EOCWD WR READINESS TO SERVE	1,756	3,211	19,400	(16,189)	16.55%
37 UTILITY STOLLER RESERVOIR	3,812	5,530	65,000	(59,470)	8.51%
38 UTILITY VISTA PANORAMA BOOSTER	260	544	9,000	(8,456)	6.05%
39 ULILITIES- WELLS- EAST/WEST	2,309	4,624	68,500	(63,876)	6.75%
40 SMALL TOOLS	69	117	4,000	(3,883)	2.93%
41 GASOLINE, OIL & DIESEL FUEL	-	317	6,800	(6,483)	4.66%
42 REGULATORY PERMITS	167	502	7,500	(6,998)	6.69%
43 NPDS PERMIT	-	-	-	-	0.00%
44 PROF SERV WATER QUAL. CONTROL	380	701	20,500	(19,799)	3.42%
45 CHLORINE GENERATOR/SALT PURCH	-	-	1,200	(1,200)	0.00%
46 WEST WELL MAINTENANCE	-	3,203	5,000	(1,797)	64.06%
47 EAST WELL MAINTENANCE	-	52	10,000	(9,948)	0.52%
48 STOLLER RESERVOIR/BOOSTER R&M	-	-	9,000	(9,000)	0.00%
49 VISTA PANORAMA BOOSTER R&M	-	-	4,200	(4,200)	0.00%
50 R&M VISTA PANORAMA RESERVOIR	-	-	12,000	(12,000)	0.00%
51 CHLORINE GENERATOR	-	372	6,000	(5,628)	6.20%
52 SCADA REPAIR/UPGRADE	-	-	12,000	(12,000)	0.00%
53 OPERATIONS REPORTING SOFTWARE	300	744	12,000	(11,256)	6.20%
54 HYDRANT REPAIR & REPLACEMENTS	-	-	16,100	(16,100)	0.00%
55 METER PURCHASE REPAIR	-	-	21,000	(21,000)	0.00%
56 PRV- R & M	-	-	2,000	(2,000)	0.00%
57 R/M- MAINS	60	1,119	30,500	(29,381)	3.67%
58 DAMAGE REPAIR- CAL EMA	-	-	-	-	0.00%
59 SERVICE LATERALS R&M	5,332	7,016	25,500	(18,484)	27.52%
60 RESERVOIRS R&M	236	249	10,000	(9,751)	2.49%
61 R/M- VAULTS	-	-	1,500	(1,500)	0.00%
62 R/M- CATHODIC PROTECTION	-	-	5,100	(5,100)	0.00%
63 METER TESTING	-	-	1,000	(1,000)	0.00%

EAST ORANGE COUNTY WATER DISTRICT

FOR RETAIL
MONTH: AUGUST 2016

	DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
64	EQUIPMENT RENTAL	788	3,465	22,500	(19,035)	15.40%
65	EQUIPMENT MAINTENANCE	-	-	4,500	(4,500)	0.00%
66	VEHICLES R&M	858	974	5,000	(4,026)	19.48%
67	BUILDING/GROUNDS R&M	-	150	3,500	(3,350)	4.29%
68	WAGES	24,942	46,387	200,000	(153,613)	23.19%
69	PAYROLL TAXES- FICA & MEDICARE	1,941	3,633	13,500	(9,867)	26.91%
70	PERS Classic(ER-Contribution)	894	2,203	15,000	(12,797)	14.68%
71	PERS Classic (ER-paid member)	488	1,457	8,000	(6,543)	18.22%
72	PERS PEPRA (ER)	250	569	5,000	(4,431)	11.38%
73	PERS Unfunded	685	1,369	6,000	(4,631)	22.82%
74	PERS Classic (Employee)	(357)	(678)	(3,000)	2,322	22.61%
75	PERS PEPRA (Employee)	(215)	(377)	(2,000)	1,623	18.83%
76	PERS OTHER	-	-	-	-	0.00%
77	PAYROLL TAXES- SUI & ETT	42	80	3,700	(3,620)	2.17%
78	HEALTH & ACCIDENT INSURANCE	4,560	9,104	50,000	(40,896)	18.21%
79	DENTAL INSURANCE	340	680	4,000	(3,320)	16.99%
80	VISION INSURANCE	77	154	1,000	(846)	15.35%
81	LIFE INSURANCE	33	66	500	(434)	13.23%
82	WORKER'S COMP INSURANCE	321	765	5,000	(4,235)	15.30%
83	EDUCATIONAL REIMBURSEMENTS	-	-	3,000	(3,000)	0.00%
84	UNIFORMS	53	161	2,800	(2,639)	5.76%
85	DISTRICT WEBSITE	21	64	10,000	(9,936)	0.64%
86	MCPHERSON FAX	15	51	500	(449)	10.12%
87	MCPHERSON INTERNET	45	135	4,000	(3,865)	3.38%
88	MCPHERSON OFFICE PHONES	80	450	3,700	(3,250)	12.15%
89	ANSWERING SERVICE	7	22	200	(178)	11.07%
90	PHONE CIRCUITS TO CTRL EQUIP	224	475	3,000	(2,525)	15.85%
91	CELLPHONES	535	670	1,700	(1,030)	39.41%
92	UNDERGROUND SERVICE ALERT	9	56	500	(444)	11.28%
93	TRAINING/SCHOOLS	8	201	10,000	(9,799)	2.01%
94	CONSERVATION EDUCATION	265	6,665	20,000	(13,335)	33.32%
95	TRAVEL-CONF/SEMINARS	188	188	13,000	(12,813)	1.44%
96	MILEAGE	-	35	3,000	(2,965)	1.16%
97	DUES & MEMBERSHIPS- ACWA	255	510	3,900	(3,390)	13.08%
98	DUES & MEMBERSHIPS- OCWA	-	-	100	(100)	0.00%
99	DUES & MEMBERSHIPS- AWWA	-	-	500	(500)	0.00%
100	DUES & MEMBERSHIP- FCA	-	-	100	(100)	0.00%
101	DUES & MEMBERSHIP-CSDA	-	-	3,600	(3,600)	0.00%
102	DUES- ISDOC/URBAN WTR	21	42	200	(158)	20.83%
103	DUES- ISDOC/URBAN WTR	-	-	500	(500)	0.00%
104	MISCELLANEOUS EXP	-	-	1,000	(1,000)	0.00%
105	DIRECTOR- BARRETT	-	-	510	(510)	0.00%
106	DIRECTOR- VANDERWERFF	-	-	2,500	(2,500)	0.00%
107	DIRECTOR- DULEBOHN	100	313	2,500	(2,188)	12.50%
108	DIRECTOR- BELL	83	233	2,500	(2,267)	9.33%
109	DIRECTOR- DAVERT	-	-	-	-	0.00%
110	DIRECTOR- EVERETT	58	146	2,500	(2,354)	5.83%
111	DIRECTOR- SEARS	58	146	2,500	(2,354)	5.83%
112	BOARD MEETING EXPENSE	60	106	2,000	(1,894)	5.31%
113	POSTAGE	934	999	5,100	(4,101)	19.58%
114	OFFICE SUPPLY/FURN/SMALL EQUIP	177	234	10,000	(9,766)	2.34%
115	PUBLICATIONS & LEGAL NOTICES	5	10	20,000	(19,990)	0.05%
116	COPIER CONTRACT	30	59	2,500	(2,441)	2.34%
117	VERSATERM CONTRACT (RZ BILLS)	-	-	5,100	(5,100)	0.00%
118	BANK CHARGES	1,003	1,278	8,000	(6,722)	15.98%
119	OUTSIDE SERVICES	5,292	6,095	15,200	(9,105)	40.10%
120	AUDITING	-	2,500	8,500	(6,000)	29.41%
121	TAX COLLECTION FEES	1	1	7,200	(7,199)	0.01%
122	COMPUTER BILLING (RZ BILLS)	348	530	8,500	(7,970)	6.24%
123	TREASURER	-	-	5,000	(5,000)	0.00%
124	ACCOUNTING	3,115	6,545	26,000	(19,455)	25.17%
125	LEGAL	7,284	7,284	45,000	(37,716)	16.19%
126	COMPUTER CONSULTING	1,386	2,321	7,000	(4,679)	33.16%
127	ENGINEERING-RZ	-	-	40,000	(40,000)	0.00%
128	LAFCO	-	2,753	5,000	(2,247)	55.07%
129	INSURANCE-AUTO & GEN LIABILITY	392	1,113	8,000	(6,887)	13.91%
130	INSURANCE-PROPERTY	75	150	3,000	(2,850)	5.00%
131	INSURANCE-EMP. FIDELITY BOND	9	26	500	(474)	5.16%
132	OFFICE EQUIPMENT R&M	-	592	1,000	(408)	59.25%
133	UTILITIES-DUMPSTER	13	39	500	(461)	7.81%
134	UTILITIES- OFFICE- ELECT & WTR	268	550	4,300	(3,750)	12.79%

EAST ORANGE COUNTY WATER DISTRICT

FOR RETAIL
MONTH: AUGUST 2016

	DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
135	SECURITY	-	-	1,500	(1,500)	0.00%
136	ELECTION EXPENSE	-	-	10,000	(10,000)	0.00%
137	DEPRECIATION EXP.	-	-	-	-	0.00%
138	TRANS TO CAPITAL PROJECTS	15,099	30,198	181,190	(150,992)	16.67%
139	RZ- CONTINGENCY FUND	5,417	10,833	65,000	(54,167)	16.67%
140	FUNDED TO/BY RESERVE-RZ	4,167	8,333	50,000	(41,667)	16.67%
141	MARKET VALUE ADJUST-INVESTMENT	-	-	-	-	0.00%
142	MARKET VALUE ADJUST-INVESTMENT	-	-	-	-	0.00%
143	ESTIMATED RECEIVABLES NOT COLLECTABLE	-	-	-	-	0.00%
144	TOTAL OPERATING EXPENSES:	132,804	287,772	1,893,200	(1,605,428)	
145	NET INCOME FROM OPERATIONS:	107,223	(45,508)	-	(45,508)	
146	PRIOR YEARS INCOME (EXPENSES)	-	-	-	-	0.00%
147	PRIOR YEARS INCOME (EXPENSES)	-	-	-	-	0.00%
148	Total OTHER INCOME AND EXPENSES	-	-	-	-	
149	NET INCOME (LOSS)	107,223	(45,508)	-	(45,508)	

No assurance is provided on these financial statements.

The financial statements do not include a statement of cash flows.

Substantially all disclosures required by accounting principles generally accepted in the United States are not included.

RETAIL ZONE CAPITAL PROJECTS

EAST ORANGE COUNTY WATER DISTRICT
2015-2016 STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
MONTH: AUGUST 2016

REVENUE					
DESCRIPTION	MONTHLY ACTUAL REVENUE	YTD ACTUAL REVENUE	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
1 FUNDS PROVIDED BY RESERVE	-	-	2,265,055	(2,265,055)	0.00%
2 CAPITAL PROJECTS REVENUE					
3 CAPITAL PROJECTS FEES	47,755	47,837	325,000	(277,163)	14.72%
4 CONNECTION FEES	-	-	5,000	(5,000)	0.00%
5 INTEREST EARNINGS	-	-	500	(500)	0.00%
6 TRANSFER FROM OPERATING EXPENSES	19,266	38,532	231,190	(192,658)	16.67%
7 LOAN FOR SYSTEM IMPROVEMENTS	-	-	-	-	
8 NET OPERATING INCOME	67,021	86,369	2,826,745	(2,740,376)	
EXPENSES					
DESCRIPTION	MONTHLY ACTUAL EXPENSES	YTD ACTUAL EXPENSES	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
9 CAPITAL PROJECTS EXPENSES					
10 LOAN FOR SYSTEM IMPROVEMENTS	-	-	-	-	0.00%
11 MASTER PLAN & CONDITION ASSESSMENT	-	-	-	-	0.00%
12 OFFICE/YARD IMPROVEMENT	-	-	6,000	(6,000)	0.00%
13 NEW VEHICLE TO SUPPLEMENT FLEET	-	-	-	-	0.00%
14 VP HYDRO TANK SEISMIC UPGRADE	-	-	-	-	0.00%
15 VISTA PANORAMA RESERVOIR REPAIR	-	-	-	-	0.00%
16 VALVE RAISING-CRAWFORD CANYON	-	-	18,000	(18,000)	0.00%
17 VALVE REPLACEMENTS	-	-	20,000	(20,000)	0.00%
18 ALLOWANCE FOR SYSTEM RELOCATION	-	-	110,000	(110,000)	0.00%
19 BACKUP GENERATOR FOR VP BOOSTER	-	-	70,500	(70,500)	0.00%
20 6" MAGMETERS @ STOLLER PRVS	-	-	-	-	0.00%
21 BARRETT 150HP BOOST PUMP	-	-	-	-	0.00%
BARRETT 75HP BOOST PUMP REPLACEMENT	18,735	18,735	26,000	(7,265)	72.06%
22 REPLACEMENT RECOMMENDATIONS	-	-	-	-	0.00%
23 BACKUP SYSTEM PRV - CIRCULA PANORAMA	-	-	167,500	(167,500)	0.00%
24 NEW WELL CONSTRUCTION	-	-	-	-	0.00%
25 SECURITY IMPROVEMENTS-RESERVOIR SITES	-	-	-	-	0.00%
26 WELL DISINFECTION CONVERSION	-	-	-	-	0.00%
27 WEST WELL REHABILITATION	-	-	62,000	(62,000)	0.00%
28 GENERATOR TRANSFER SWITCH @ EAST/WEST WELL	-	-	15,000	(15,000)	0.00%
29 GENERATOR TRANSFER SWITCH @ BARRETT BOOSTER STATION	-	-	15,000	(15,000)	0.00%
30 SCADA SYSTEM ADDITIONS	-	-	20,000	(20,000)	0.00%
31 SEDARU IMPROVEMENTS	-	-	10,000	(10,000)	0.00%
32 CAPITALIZED ACCOUNTING	-	-	-	-	0.00%
33 EL NINO PREPARATION	-	-	-	-	0.00%
34 COPIER	-	-	5,000	(5,000)	0.00%
35 WATER LOSS CONTROL	-	-	20,000	(20,000)	0.00%
36 TOTAL OPERATING EXPENSE	18,735	18,735	565,000	(546,265)	
37 NET INCOME FROM OPERATIONS	48,286	67,633	2,261,745	(2,194,112)	
38 PRIOR YEARS EXPENSES	-	-	-	-	
39 NET INCOME (LOSS)	48,286	67,633	2,261,745	(2,194,112)	

FOR RETAIL
MONTH: AUGUST 2016

DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
REVENUE					
1 FUNDED BY RESERVES	-	-	2,265,055	(2,265,055)	
2 WATER SALES-CAPITAL PROJECTS	47,755	47,837	325,000	(277,163)	14.72%
3 CONNECTION FEES	-	-	5,000	(5,000)	0.00%
4 INTEREST-LAIF-CAP	-	-	500	(500)	0.00%
5 TRANSFER IN CAPITAL PROJECTS	15,099	30,198	181,190	(150,992)	16.67%
6 TRANSFER IN CAPITAL RESERVES	4,167	8,333	50,000	(41,667)	16.67%
7 LOAN FOR SYSTEM IMPROVEMENTS	-	-	-	-	0.00%
8 Total NON OPERATING INCOME:	67,021	86,369	2,826,745	(2,740,376)	
9 Total OPERATING REVENUE	67,021	86,369	2,826,745	(2,740,376)	
10 NET OPERATING INCOME:	67,021	86,369	2,826,745	(2,740,376)	

EXPENSES

11 Loan For System Improvements	-	-	-	-	0.00%
12 Master Plan & Condition Assessment-Construction	-	-	-	-	0.00%
13 Master Plan & Condition Assessment-Engineering	-	-	-	-	0.00%
14 Master Plan & Condition Assessment-Labor	-	-	-	-	0.00%
15 Office/Yard Improvement-Construction	-	-	5,000	(5,000)	0.00%
16 Office/Yard Improvement-Engineering	-	-	-	-	0.00%
17 Office/Yard Improvement-Labor	-	-	1,000	(1,000)	0.00%
18 New Vehicle To Supplement Fleet	-	-	-	-	0.00%
19 VP Hydro Tank Seismic Upgrade-Construction	-	-	-	-	0.00%
20 VP Hydro Tank Seismic Upgrade-Engineering	-	-	-	-	0.00%
21 VP Hydro Tank Seismic Upgrade-Labor	-	-	-	-	0.00%
22 Vista Panorama Reservoir Repair-Construction	-	-	-	-	0.00%
23 Vista Panorama Reservoir Repair-Engineering	-	-	-	-	0.00%
24 Vista Panorama Reservoir Repair-Labor	-	-	-	-	0.00%
25 Valve Raising-Crawford Canyon-Construction	-	-	17,000	(17,000)	0.00%
26 Valve Raising-Crawford Canyon-Engineering	-	-	500	(500)	0.00%
27 Valve Raising-Crawford Canyon-Labor	-	-	500	(500)	0.00%
28 Valve Replacements-System-Labor	-	-	15,000	(15,000)	0.00%
29 Valve Replacements-System-Construction	-	-	5,000	(5,000)	0.00%
30 Allowance For System Relocation-Labor	-	-	5,000	(5,000)	0.00%
31 Allowance For System Relocation-Engineering	-	-	5,000	(5,000)	0.00%
32 Allowance For System Relocation-Construction	-	-	100,000	(100,000)	0.00%
33 Backup Generator For VP Booster-Labor	-	-	500	(500)	0.00%
34 Backup Generator For VP Booster-Construction	-	-	70,000	(70,000)	0.00%
35 6" Magmeters @ Stoller Prvs-Labor	-	-	-	-	0.00%
36 6" Magmeters @ Stoller Prvs-Construction	-	-	-	-	0.00%
37 Barrett Res. 150Hp Boost Pump-Labor	-	-	-	-	0.00%

FOR RETAIL
MONTH: AUGUST 2016

	DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
38	Barrett Res. 150Hp Boost Pump-Engineering	-	-	-	-	0.00%
39	Barrett Res. 150Hp Boost Pump-Construction	-	-	-	-	0.00%
40	Barrett Reservoir 75Hp Booster Pump Replacement-Construction	18,735	18,735	25,000	(6,265)	74.94%
41	Barrett Reservoir 75Hp Booster Pump Replacement-Labor	-	-	1,000	(1,000)	0.00%
42	Replacement Recommendations-Labor	-	-	-	-	0.00%
43	Replacement Recommendations-Engineering	-	-	-	-	0.00%
44	Replacement Recommendations-Construction	-	-	-	-	0.00%
45	Backup System PRV - Circula Panorama-Labor	-	-	7,500	(7,500)	0.00%
46	Backup System PRV - Circula Panorama-Engineering	-	-	10,000	(10,000)	0.00%
47	Backup System PRV - Circula Panorama-Construction	-	-	150,000	(150,000)	0.00%
48	New Well Construction-Construction	-	-	-	-	0.00%
49	New Well Construction-Labor	-	-	-	-	0.00%
50	New Well Construction-Engineering	-	-	-	-	0.00%
51	Security Improvements-Reservoir Sites-Labor	-	-	-	-	0.00%
52	Security Improvements-Reservoir Sites-Construction	-	-	-	-	0.00%
53	Well Disinfection Conversion-Labor	-	-	-	-	0.00%
54	Well Disinfection Conversion-Engineering	-	-	-	-	0.00%
55	Well Disinfection Conversion-Construction	-	-	-	-	0.00%
56	West Well Rehabilitation-Labor	-	-	2,000	(2,000)	0.00%
57	West Well Rehabilitation-Construction	-	-	60,000	(60,000)	0.00%
58	Generator Transfer Switch - East/West Well	-	-	15,000	(15,000)	0.00%
59	Generator Transfer Switch - Barrett Booster Station	-	-	15,000	(15,000)	0.00%
60	SCADA System Additions-Engineering	-	-	20,000	(20,000)	0.00%
61	Sedaru Improvements	-	-	10,000	(10,000)	0.00%
62	Capitalized Accounting	-	-	-	-	0.00%
63	El Nino Preparation	-	-	-	-	0.00%
64	Copier	-	-	5,000	(5,000)	0.00%
65	Water Loss Recovery Program (WSO)	-	-	20,000	(20,000)	0.00%
66	TOTAL OPERATING EXPENSES:	18,735	18,735	565,000	(546,265)	
	NET INCOME FROM OPERATIONS:	48,286	67,633	2,261,745	(3,286,641)	
67	Net Income (Loss):	48,286	67,633	2,261,745	(2,194,112)	

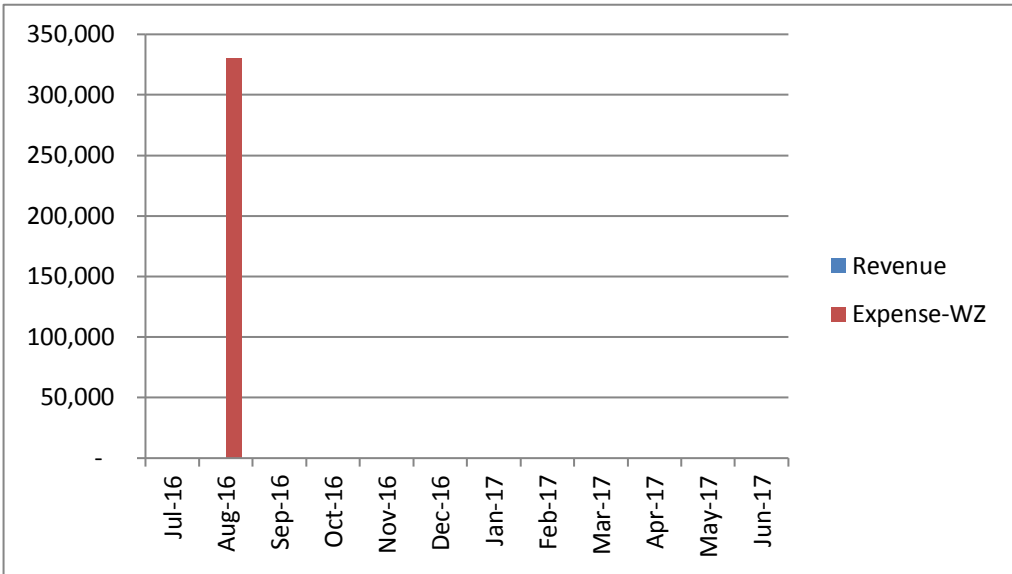
Sewer Financial Summary

For Period Ending August 31, 2016

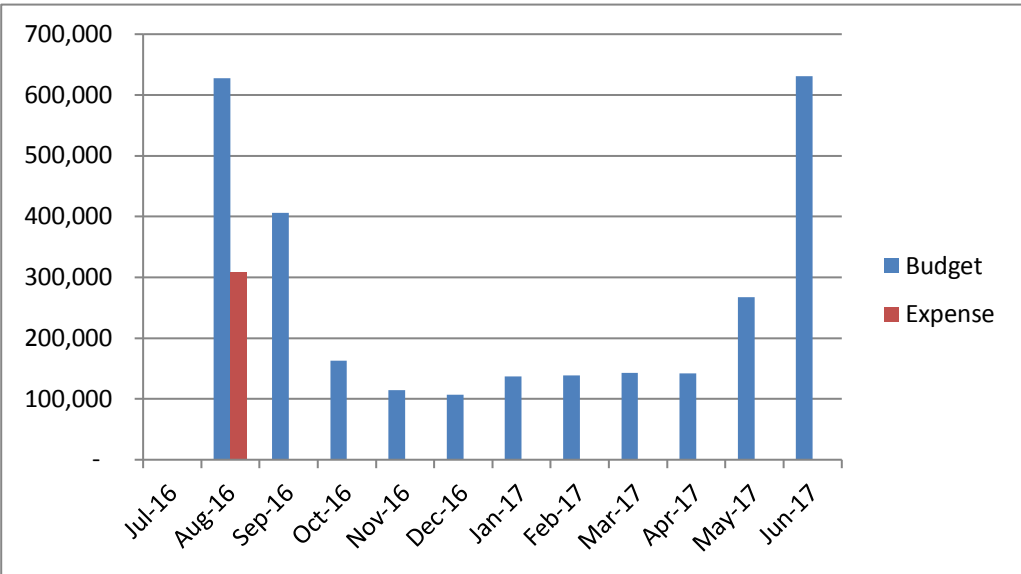
YTD Operating Income \$ -

YTD Operating Expense \$ 330,298

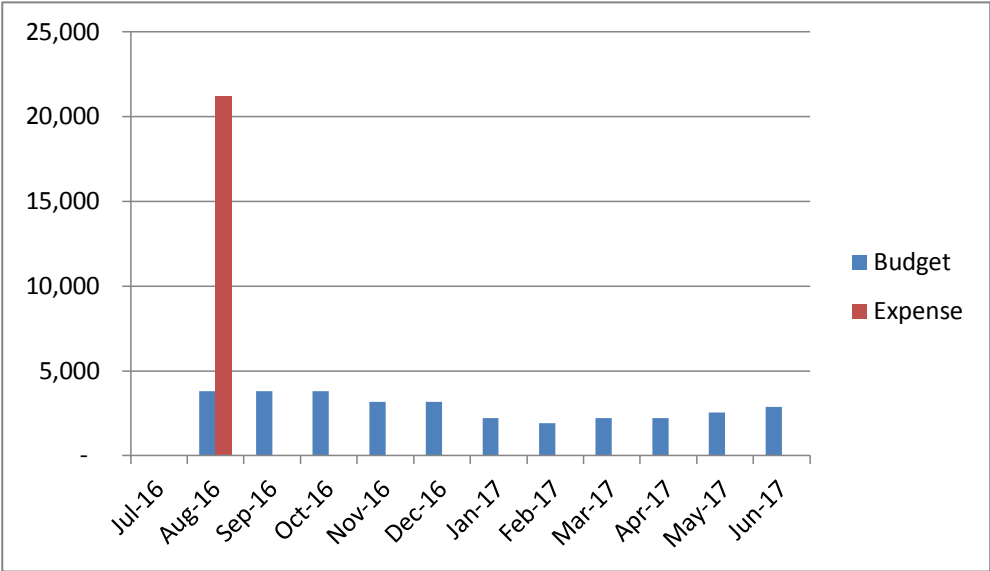
Revenue vs. Expenses



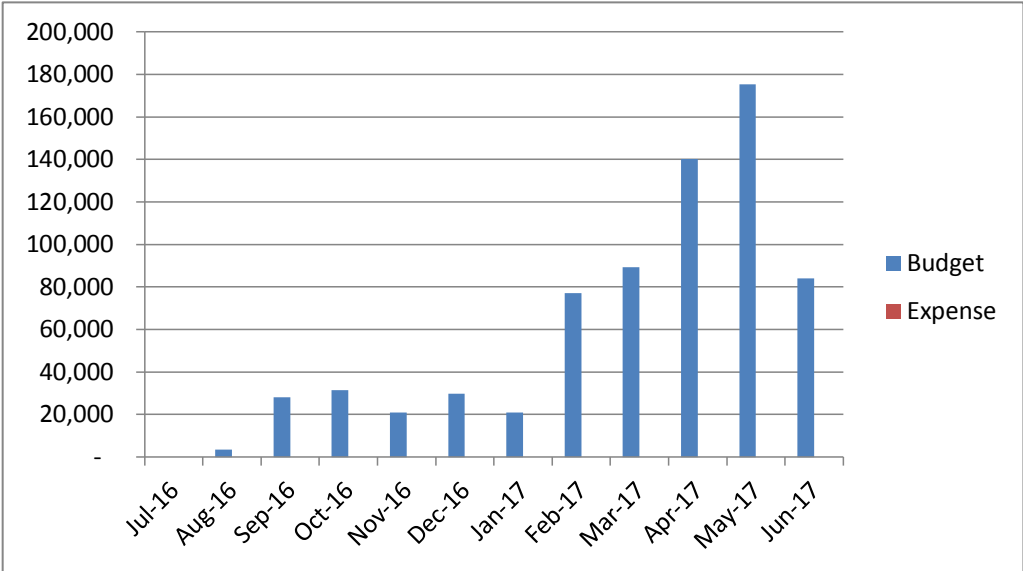
O&M Budget vs. Actual



Salaries & Benefits Budget vs. Actual



CIP Budget & Actual



SEWERS

**EAST ORANGE COUNTY WATER DISTRICT
2016-2017 STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
MONTH: AUGUST 2016**

REVENUE		MONTHLY	YTD	ANNUAL	BUDGET \$	PERCENT
DESCRIPTION		ACTUAL	ACTUAL	2016-17	OVER	OF BUDGET
		REVENUE	REVENUE	BUDGET	(UNDER)	EXPENDED
1	OPERATING REVENUE:					
2	SEWER SERVICE FEES	-	-	2,663,000	(2,663,000)	-
3	CONNECTION FEE	-	-	10,000	(10,000)	0.00%
4	OTHER CHARGES	-	-	500	(500)	0.00%
5	UNCOLLECTIBLE ACCOUNTS	-	-	(2,000)	2,000	0.00%
6	SYSTEM SEPTIC FEES	-	-	1,000	(1,000)	0.00%
7	TOTAL OPERATING REVENUE:	-	-	2,672,500	(2,672,500)	
8	NON-OPERATING REVENUES (EXPENSES):					
9	PROPERTY TAXES	-	-	304,000	(304,000)	0.00%
10	INTEREST & INVESTMENT EARNINGS	-	-	3,000	(3,000)	0.00%
11	MISCELLENIOUS INCOME (EXPENSE)	-	-	500	(500)	0.00%
12	TOTAL NON-OPERATING REVENUES, NET	-	-	307,500	(307,500)	0.00%
13	TOTAL REVENUES	-	-	2,980,000	(2,980,000)	0.00%

EXPENSES		MONTHLY	YTD	ANNUAL	BUDGET \$	PERCENT
DESCRIPTION		ACTUAL	ACTUAL	2016-17	OVER	OF BUDGET
		EXPENSES	EXPENSES	BUDGET	(UNDER)	EXPENDED
14	OPERATING EXPENSE:					
15	SOURCE OF SUPPLY	19,293	19,293	119,215	(99,922)	16.18%
16	MET/MWDOC FIXED CHARGE	-	-	5,200	(5,200)	0.00%
17	EOCWD FIXED CHARGE	481	481	6,050	(5,569)	7.95%
18	ENERGY	-	-	1,000	(1,000)	0.00%
19	OPERATIONS & MAINTENANCE	28,168	28,168	154,300	(126,132)	18.26%
20	GENERAL & ADMINISTRATIVE	86,571	86,571	540,600	(454,029)	16.01%
21	TRANSFER TO CAPITAL PROJECTS EXPENSE & RESERVES	186,364	186,364	2,050,000	(1,863,636)	9.09%
22	DEPRECIATION & AMORTIZATION	9,421	9,421	103,635	(94,214)	9.09%
23	MARKET VALUE ADJUSTMENT ON INVESTMENTS	-	-	-	-	0.00%
24	TOTAL OPERATING EXPENSE	330,298	330,298	2,980,000	(2,649,702)	11.08%
25	NET INCOME FROM OPERATIONS	(330,298)	(330,298)	-	(330,298)	
26	PRIOR YEARS INCOME (EXPENSES)	-	-	-	-	
27	NET INCOME (LOSS)	(330,298)	(330,298)	-	(330,298)	

Sewers

August 2016 Variance Report - 9% of Budget Year Expended

Account Name	Income(I) Expense (E)	YTD Amount	Percent Received/ Spent	Comments
<u>New</u>				
SMALL TOOLS	E	11,471	229.43%	Over budget due to the purchase of various small tools for startup of the sewers. In addition, there was a large purchase for gas detectors for the sewers.
REGULATORY PERMITS	E	2,662	26.62%	Above 25% of the budget due to the sewer fee application from OCSD.
CELLPHONES	E	1,340	78.81%	YTD is trending above 75% due to the new phone equipment purchased from Verizon for the new hires.
TRAINING/SCHOOLS	E	4,719	157.30%	We are over budget in this account due to the Class B training provided by Commercial Transportation Services.
SCAP	E	538	53.80%	YTD is over 50% due to timing of annual membership dues from SCAP.
OFFICE SUPPLY/FURNISHING	E	764	30.56%	YTD is over 30% due to the purchase of safety and sanitizing supplies for the sewer.
OFFICE EQUIPMENT REPAIR AND MAINT	E	1,186	237.16%	YTD is over budget due to the installation of phone lines for 210 N Mcpherson Rd. that were not budgeted for.
OUTSIDE SERVICES	E	12,823	122.12%	YTD is over budget due to services rendered by Nicholas J. Arhontes in relation to the sewers.
ACCOUNTING CONSULTANT	E	6,889	137.77%	Over budget due to unexpected additional accounting fees incurred in August to accommodate the Sewers.
LEGAL	E	11,339	125.99%	Over budget due to unexpected legal costs.
LAFCO	E	6,071	121.42%	Over budget due to higher than expected costs for LAFCO 2016-2017 allocation.

Ongoing

Capital Projects

New

PROJECTED CONNECTION FEES	I	12,756	127.56%	YTD is over budget due to receiving more connection fees than anticipated.
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Ongoing

EAST ORANGE COUNTY WATER DISTRICT**FOR SEWERS
MONTH: AUGUST 2016**

DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
REVENUE					
1 SEWER SERVICE FEES	-	-	2,663,000	(2,663,000)	0.00%
2 CONNECTION FEE	-	-	10,000	(10,000)	0.00%
3 OTHER CHARGES	-	-	500	(500)	0.00%
4 UNCOLLECTIBLE ACCOUNTS	-	-	(2,000)	2,000	0.00%
5 SYSTEM SEPTIC FEES	-	-	1,000	(1,000)	0.00%
6 Total OPERATING REVENUE:	-	-	2,672,500	(2,672,500)	
7 NON OPERATING INCOME					
8 INTEREST EARNED - INVESTMENTS	-	-	2,000	(2,000)	0.00%
9 INTEREST EARNED - MONEY MARKET	-	-	1,000	(1,000)	0.00%
10 MISCELLANEOUS INCOME	-	-	500	(500)	0.00%
11 TAXES-SECURED	-	-	304,000	(304,000)	0.00%
12 TAXES-UNSECURED	-	-	-	-	0.00%
13 TAXES SUPPLEMENTAL ROLL	-	-	-	-	0.00%
14 TAXES PRIOR YEARS	-	-	-	-	0.00%
15 TAXES HOMEOWNER'S SUBVENTION	-	-	-	-	0.00%
16 TAXES PUBLIC UTILITY	-	-	-	-	0.00%
17 TAXES TUSTIN RDA	-	-	-	-	0.00%
18 TAXES ACCRUED	-	-	-	-	0.00%
19 Total NON OPERATING INCOME:	-	-	307,500	(307,500)	0.00%
20 Total REVENUES	-	-	2,980,000	(2,980,000)	0.00%

EXPENSES

21 WAGES	17,803	17,803	110,000	(92,197)	16.18%
22 PAYROLL TAXES-FICA & MED	1,393	1,393	8,415	(7,022)	16.56%
23 PAYROLL TAXES-SUI &ETT	97	97	800	(703)	12.12%
24 HEALTH AND ACCIDENT INSURANCE	(472)	(472)	44,000	(44,472)	-1.07%
25 DENTAL INSURANCE	-	-	4,000	(4,000)	0.00%
26 VISION INSURANCE	-	-	1,000	(1,000)	0.00%
27 LIFE INSURANCE	-	-	200	(200)	0.00%
28 WORKERS COMP INSURANCE	481	481	6,050	(5,569)	7.95%
29 EDUCATIONAL REIMBURSEMENT	-	-	1,000	(1,000)	0.00%
30 RETIREMENT-PERS (EE CONTRIBUTION)	-	-	(3,300)	3,300	0.00%
31 PERS CLASSIC (ER CONTRIBUTION)	1,059	1,059	9,900	(8,841)	10.70%
32 PERS CLASSIC (ER PAID MEMBER)	578	578	4,400	(3,822)	13.14%
33 PERS PEPRA (ER)	167	167	-	167	0.00%
34 PERS UNFUNDED	-	-	-	-	0.00%
35 PERS OTHER EXPENSE	-	-	-	-	0.00%
36 PERS EXPENSE EMPLOYEE PICKUP	-	-	-	-	0.00%
37 PENSION EXPENSE	-	-	-	-	0.00%

EAST ORANGE COUNTY WATER DISTRICT

FOR SEWERS MONTH: AUGUST 2016

	DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
38	SCADA REPAIR/UPGRADE	-	-	-	-	0.00%
39	PERS CLASSIC (EMPLOYEE)	(231)	(231)	-	(231)	0.00%
40	PERS PEPRA (EMPLOYEE)	(220)	(220)	-	(220)	0.00%
41	GASOLINE, OIL, & DIESEL	-	-	5,000	(5,000)	0.00%
42	MAINS-REPAIR	141	141	-	141	0.00%
43	EQUIPMENT MAINTENANCE	-	-	2,000	(2,000)	0.00%
44	VEHICLES - REPAIR/MAINTENANCE	801	801	5,000	(4,199)	16.02%
45	BUILDING/GROUND-REPAIR/MAINTENANCE	-	-	2,000	(2,000)	0.00%
46	EQUIPMENT RENTAL	3,332	3,332	-	3,332	0.00%
47	SMALL TOOLS	11,471	11,471	5,000	6,471	229.43%
48	OPERATION REPORTING SOFTWARE	1,292	1,292	8,500	(7,208)	15.20%
49	REGULATORY PERMITS	2,662	2,662	10,000	(7,338)	26.62%
50	ROOT CONTROL	-	-	30,000	(30,000)	0.00%
51	UNIFORMS	75	75	1,500	(1,425)	5.01%
52	PROPERTY LEASE	-	-	10,000	(10,000)	0.00%
53	UTILITIES-OFFICE-ELECTRIC AND WATER	97	97	2,500	(2,403)	3.87%
54	UTILITIES-OFFICE-GAS	-	-	-	-	0.00%
55	UTILITIES-DUMPSTER	26	26	500	(474)	5.21%
56	MCPHERSON FAX	31	31	500	(469)	6.17%
57	MCPHERSON INTERNET	90	90	1,200	(1,110)	7.50%
58	MCPHERSON OFFICE PHONES	161	161	3,700	(3,539)	4.34%
59	DISTRICT WEBSITE	43	43	2,000	(1,958)	2.13%
60	ANSWERING SERVICE	15	15	200	(185)	7.38%
61	CELLPHONES	1,340	1,340	1,700	(360)	78.81%
62	PHONE CIRCUITS TO CONTROL EQUIPMENT	-	-	-	-	0.00%
63	TRAINING/SCHOOLS	4,719	4,719	3,000	1,719	157.30%
64	CONSERVATION EDUCATION	-	-	-	-	0.00%
65	TRAVEL-CONFERENCE/SEMINARS	375	375	3,000	(2,625)	12.50%
66	MILEAGE	-	-	1,000	(1,000)	0.00%
67	MEETING EXPENSE	146	146	1,000	(854)	14.57%
68	SCAP	538	538	1,000	(462)	53.80%
69	DUES & MEMBERSHIPS-OCWA	-	-	-	-	0.00%
70	POSTAGE	46	46	1,000	(954)	4.59%
71	OFFICE SUPPLY/FURNISHING	764	764	2,500	(1,736)	30.56%
72	PUBLICATIONS & LEGAL NOTICE	385	385	15,000	(14,615)	2.57%
73	COPIER CONTRACT	59	59	2,500	(2,441)	2.37%
74	OFFICE EQUIPMENT REPAIR AND MAINT	1,186	1,186	500	686	237.16%
75	OUTSIDE SERVICES	12,823	12,823	10,500	2,323	122.12%
76	AUDITING	-	-	10,000	(10,000)	0.00%
77	TAX COLLECTION FEES	-	-	7,000	(7,000)	0.00%
78	TREASURER	-	-	3,600	(3,600)	0.00%
79	ACCOUNTING CONSULTANT	6,889	6,889	5,000	1,889	137.77%
80	LEGAL	11,339	11,339	9,000	2,339	125.99%
81	COMPUTER CONSULTING	2,772	2,772	7,000	(4,228)	39.61%

EAST ORANGE COUNTY WATER DISTRICT

FOR SEWERS MONTH: AUGUST 2016

	DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
82	ENGINEERING	-	-	5,000	(5,000)	0.00%
83	LAFCO	6,071	6,071	5,000	1,071	121.42%
84	UNDERGROUND SERVICE ALERT	37	37	2,000	(1,963)	1.86%
85	BANK CHARGES	-	-	7,000	(7,000)	0.00%
86	COMPUTER BILLING	-	-	-	-	0.00%
87	VERSATERM CONTRACT	-	-	-	-	0.00%
88	GRANT ASSISTANCE	-	-	15,000	(15,000)	0.00%
89	INSURANCE AUTO AND GEN LIABILITY	784	784	8,000	(7,216)	9.80%
90	INSURANCE-PROPERTY	150	150	2,000	(1,850)	7.50%
91	INSURANCE-EMPLOYEE FIDELITY BO	17	17	500	(483)	3.44%
92	SECURITY	-	-	4,000	(4,000)	0.00%
93	ELECTION EXPENSE	-	-	20,000	(20,000)	0.00%
94	INTEREST EXPENSE DWR	-	-	-	-	0.00%
95	MISCELLANEOUS EXPENSE	2,300	2,300	-	2,300	0.00%
96	DIRECTOR-J. DULEBOHN	100	100	2,250	(2,150)	4.44%
97	DIRECTOR-R. BELL	-	-	2,250	(2,250)	0.00%
98	DIRECTOR-D. DAVERT	-	-	-	-	0.00%
99	DIRECTOR-EVERETT	58	58	2,250	(2,192)	2.59%
100	DIRECTOR-SEARS	58	58	2,250	(2,192)	2.59%
101	CONTRACT CLEANING SERVICES	40,666	40,666	375,000	(334,334)	10.84%
102	LABORATORY SERVICES	-	-	1,000	(1,000)	0.00%
103	INSECTICIDE	-	-	5,000	(5,000)	0.00%
104	ODOR CONTROL	-	-	5,000	(5,000)	0.00%
105	GRIT DISPOSAL FEES	-	-	2,500	(2,500)	0.00%
106	TRANSFER TO CAP PROJECTS	9,421	9,421	103,635	(94,214)	9.09%
107	CONTINGENCY FUND	4,545	4,545	50,000	(45,455)	9.09%
108	FUNDED TO/BY RESERVE	181,818	181,818	2,000,000	(1,818,182)	9.09%
109	FUNDED TO/BY RESERVE	-	-	-	-	0.00%
110	MARKET VALUE ADJUSTMENT-INVESTMENTS	-	-	-	-	0.00%
111	Total EXPENSES:	330,298	330,298	2,980,000	(2,649,702)	11.08%
112	NET INCOME FROM OPERATIONS:	(330,298)	(330,298)	-	(330,298)	
113	OTHER INCOME AND EXPENSE					
114	PRIOR YEARS INCOME (EXPENSES)	-	-	-	-	0.00%
115	Total OTHER INCOME AND EXPENSE	-	-	-	-	0.00%
116	NET INCOME (LOSS)	(330,298)	(330,298)	-	(330,298)	

No assurance is provided on these financial statements.

The financial statements do not include a statement of cash flows.

Substantially all disclosures required by accounting principles generally accepted in the United States are not included.

SEWERS CAPITAL PROJECTS

EAST ORANGE COUNTY WATER DISTRICT

2016-2017 STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS

MONTH: AUGUST 2016

REVENUE		MONTHLY ACTUAL REVENUE	YTD ACTUAL REVENUE	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
DESCRIPTION						
1	CAPITAL PROJECTS REVENUE					
2	PROJECTED BEG. CASH AND CASH EQUIVALENTS	25,000,000	25,000,000	38,000,000	(13,000,000)	65.79%
3	TRANSFER TO RESERVES FROM OPERATIONS	181,818	181,818	2,000,000	(1,818,182)	9.09%
4	PROJECTED CONNECTION FEES	12,756	12,756	10,000	2,756	127.56%
5	PROJECTED INTEREST EARNINGS	-	-	320,000	(320,000)	0.00%
6	PROJECTED TRANSFERS FROM OPERATIONS	9,421	9,421	103,635	(94,214)	9.09%
7	NET OPERATING INCOME	25,203,996	25,203,996	40,433,635	(15,229,639)	
EXPENSES		MONTHLY ACTUAL EXPENSES	YTD ACTUAL EXPENSES	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
DESCRIPTION						
8	CAPITAL PROJECTS EXPENSES					
9	CIPP	-	-	126,100	(126,100)	0.00%
10	CCTV	-	-	75,000	(75,000)	0.00%
11	SEWER REPLACEMENT	-	-	60,000	(60,000)	0.00%
12	MANHOLE REPLACEMENT	-	-	60,000	(60,000)	0.00%
13	SOURCE CONTROL	-	-	65,000	(65,000)	0.00%
14	CONDITION ASSESSMENT	-	-	250,000	(250,000)	0.00%
15	VEHICLE ACQUISITION	-	-	45,000	(45,000)	0.00%
16	EQUIPMENT ACQUISITION	-	-	20,000	(20,000)	0.00%
17	TOTAL OPERATING EXPENSE	-	-	701,100	(701,100)	
18	NET INCOME FROM OPERATIONS	25,203,996	25,203,996	39,732,535	(14,528,539)	
19	PRIOR YEARS INCOME (EXPENSES)	-	-	-	-	
20	NET INCOME (LOSS)	25,203,996	25,203,996	39,732,535	(14,528,539)	

FOR SEWERS
MONTH: AUGUST 2016

DESCRIPTION	MONTHLY ACTUAL	YTD ACTUAL	ANNUAL 2016-17 BUDGET	BUDGET \$ OVER (UNDER)	PERCENT OF BUDGET EXPENDED
REVENUE					
1 PROJECTED BEG. CASH AND CASH EQUIVALENTS	25,000,000	25,000,000	38,000,000	(13,000,000)	65.79%
2 TRANSFER TO RESERVES FROM OPERATIONS	181,818	181,818	2,000,000	(1,818,182)	9.09%
3 PROJECTED CONNECTION FEES	12,756	12,756	10,000	2,756	127.56%
4 PROJECTED INTEREST EARNINGS	-	-	320,000	(320,000)	0.00%
5 PROJECTED TRANSFERS FROM OPERATIONS	9,421	9,421	103,635	(94,214)	9.09%
6 Total NON OPERATING INCOME:	25,203,996	25,203,996	40,433,635	(15,229,639)	
7 Total OPERATING REVENUE	25,203,996	25,203,996	40,433,635	(15,229,639)	
8 NET OPERATING INCOME:	25,203,996	25,203,996	40,433,635	(15,229,639)	
EXPENSES					
9 CIPP	-	-	100,000	(100,000)	0.00%
10 CIPP-ENGINEERING	-	-	26,100	(26,100)	0.00%
11 CCTV	-	-	65,000	(65,000)	0.00%
12 CCTV-ENGINEERING	-	-	10,000	(10,000)	0.00%
13 SEWER REPLACEMENT-CONSTRUCTION	-	-	50,000	(50,000)	0.00%
14 SEWER REPLACEMENT-ENGINEERING	-	-	10,000	(10,000)	0.00%
15 MANHOLE REPLACEMENT	-	-	50,000	(50,000)	0.00%
16 MANHOLE REPLACEMENT-ENGINEERING	-	-	10,000	(10,000)	0.00%
17 SOURCE CONTROL	-	-	65,000	(65,000)	0.00%
18 CONFITION ASSESSMENT-ENGINEERING	-	-	250,000	(250,000)	0.00%
19 VEHICLE ACQUISITION	-	-	45,000	(45,000)	0.00%
20 EQUIPMENT ACQUISITION	-	-	20,000	(20,000)	0.00%
21 Total EXPENSES:	-	-	701,100	(701,100)	
22 NET INCOME (LOSS)	25,203,996	25,203,996	39,732,535	(14,528,539)	63.43%



MEMO

TO: BOARD OF DIRECTORS
FROM: GENERAL MANAGER
SUBJECT: WHOLESALE AND RETAIL ZONE WATER DEMANDS – September 2016
DATE: October 20, 2016

Wholesale Zone Water Demands

Attached is a graphical representation of the Wholesale Zone water demand through September 30, 2016. Water sales for the month of September totaled 294.80 AF; This is an 59.70 AF decrease (16.8%) in demand from September 2015.

Retail Zone Water Demands

Page 1 of the attached report is an overview of the sources of water supply and our monthly production (70 AF). For September 2016, 100% of total Retail Zone demand was met using groundwater produced from our East Well.

Page 2 of the report depicts our 10-year water usage and how much of this was groundwater versus imported water. As shown on this graph, drought allocations begun in 2014/15 have reduced total demand below the 10 year average of 1,022 AF. We expect that this may increase slightly this year due to the reduced conservation standards established by the state.

Page 3 provides a comparison of water demand versus precipitation, water demand versus average high temperature and water demand versus unemployment rates. As would be expected, generally in wet years, demand is lower than in dry years, whereas average temperature doesn't have as much of a cause/effect relationship. There does appear to be a slight relationship between unemployment rates and water demand, with increasing demand occurring as unemployment rates decrease.

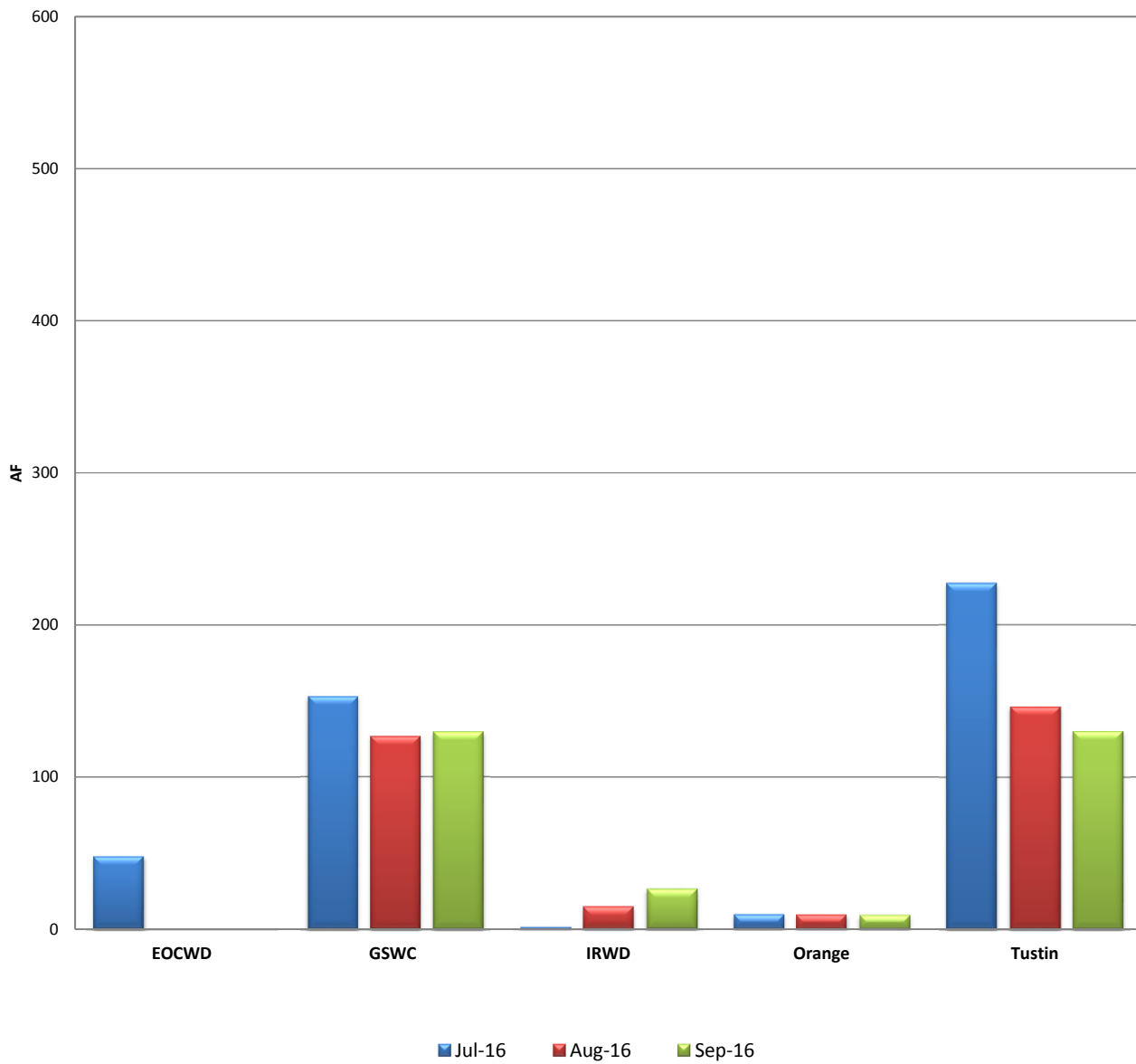
As shown on Page 4, total production for the month of September was 70 AF; September's demands are 10 AF (14%) higher than our demand for September 2015, and 28 AF (40%) lower than our average demand for the last 6 years. Of the 70 AF of groundwater produced, 14.7 AF of that represents water supplied due to the Groundwater Replenishment System (GWRS).

Also attached are graphs depicting the Retail Zone's water demand, including a table that shows "gallons per capita per day" or GPCD. The effect of the decreased conservation is shown very vividly here - the table shows our residents' per person, per day water consumption for the month of **September 2016 (232 GPCD)** compared to **September 2015 (202 GPCD)**. This number is derived by dividing the total amount of water used by the population (a number calculated by the Center for Demographics at Cal State Fullerton). For comparison, the average GPCD for the South Coast area of California is 176 GPCD (Source: Department of Water Resources). The average GPCD for RZ customers for FY 2015/16 was 176 GPCD.

Wholesale Zone Water Demand

Total Monthly Sales for September, 2016 = 294.80 AF

Total YTD Sales for July 2016 - June 2017 = 1,030.49 AF



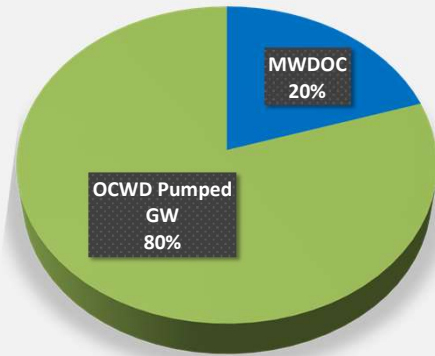
East Orange County Retail Zone Water Usage Report

East Orange County Retail Zone Overview of Usage FY 2016-17 Monthly Water Use

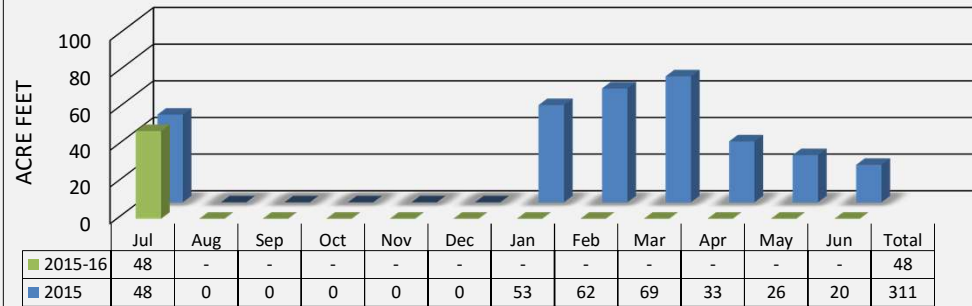
Type of Supply	July	August	September	October	November	December	January	February	March	April	May	June	Total
MWDOC	48	-	-	-	-	-	-	-	-	-	-	-	48
OCWD Pumped GW	34	87	70	-	-	-	-	-	-	-	-	-	190
Total	82	87	70	-	-	-	-	-	-	-	-	-	238

2016 MWDOC Usage	48	0	0	0	0	0	53	62	69	33	26	20	311
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2016-17 Sources of Water



MWDOC Calendar Year and Fiscal Year Purchases



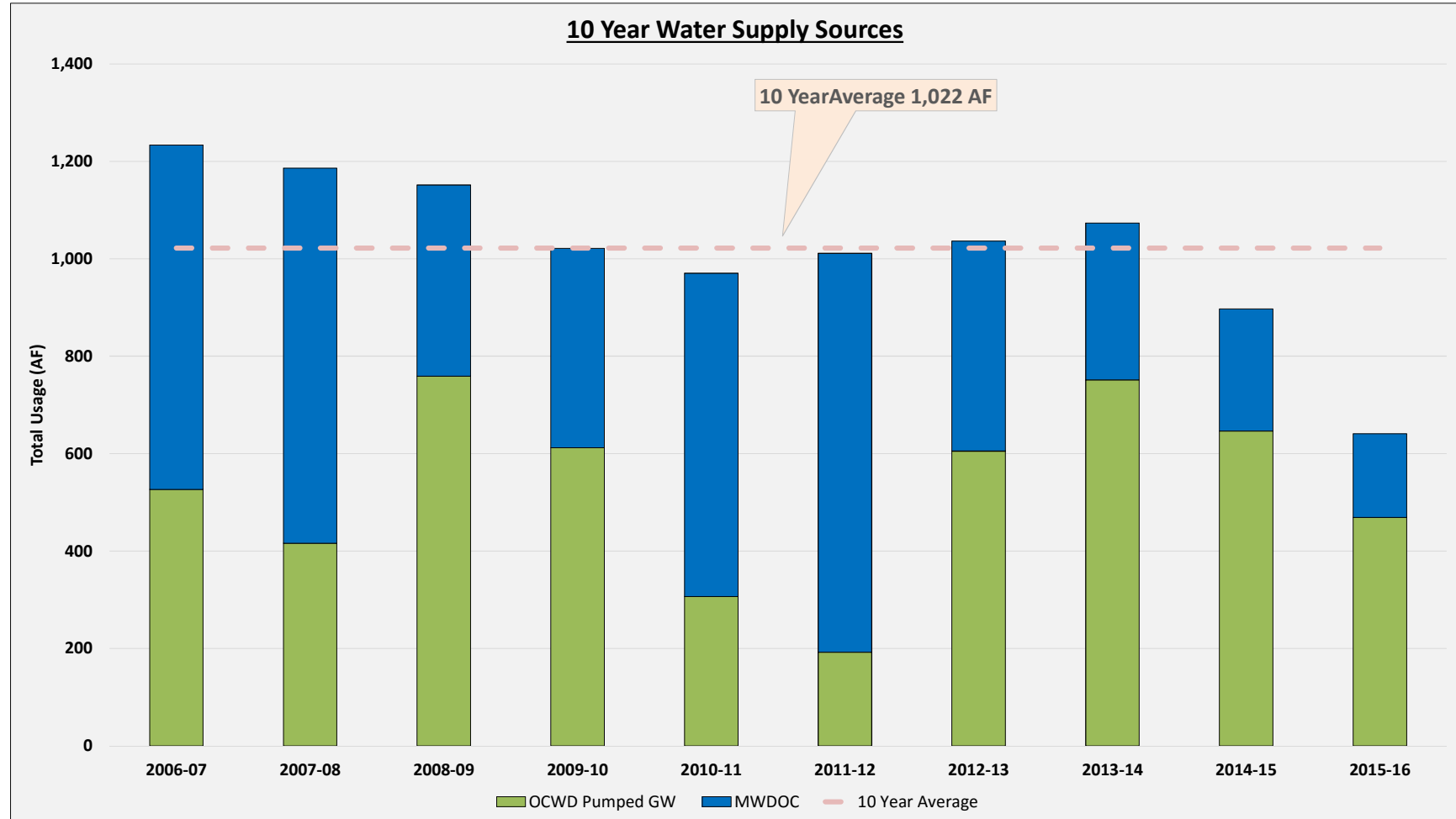
2016-17 Monthly Water Supply Sources



East Orange County Retail Zone Water Usage Report

Annual Water Usage

Type of Supply	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	Average
MWDOC	707.1	770.0	392.3	409.3	663.8	819.1	431.3	322.0	250.7	172.1	493.8
OCWD Pumped GW	526.3	416.0	759.1	612.0	306.5	192.1	605.2	751.3	646.3	468.9	528.4
Total	1,233	1,186	1,151	1,021	970	1,011	1,037	1,073	897	641	1,022

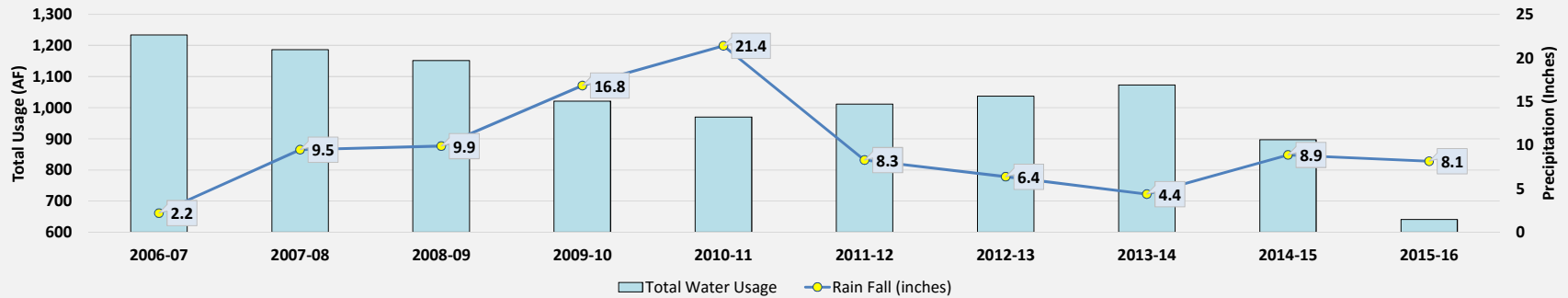


East Orange County Retail Zone Water Usage Report

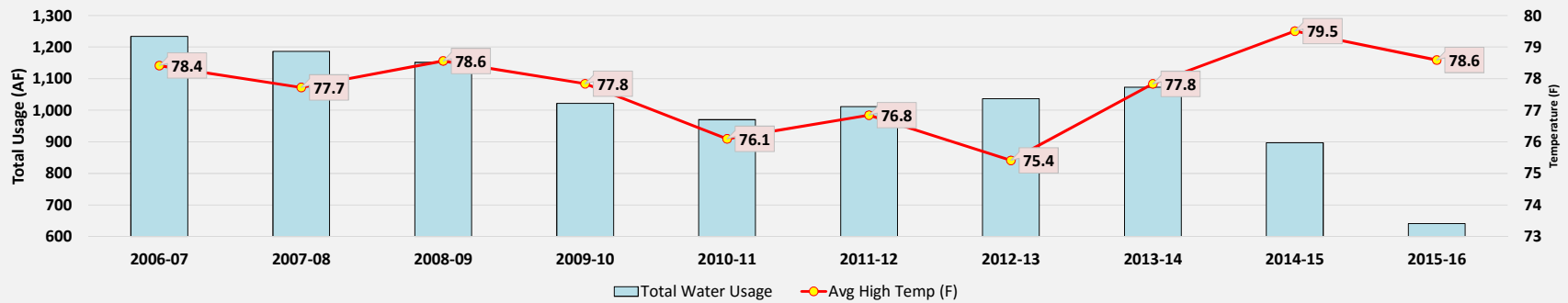
Water Usage Variables

Type of Supply	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	Average
Rain Fall (inches)	2.2	9.5	9.9	16.8	21.4	8.3	6.4	4.4	8.9	8.1	9.6
Avg High Temp (F)	78.4	77.7	78.6	77.8	76.1	76.8	75.4	77.8	79.5	78.6	77.7
LA Unemployment %	4.5%	5.5%	9.2%	11.6%	11.7%	10.9%	9.6%	8.2%	7.1%	5.4%	8.4%
Total Water Usage	1,233	1,186	1,151	1,021	970	1,011	1,037	1,073	897	641	1,022

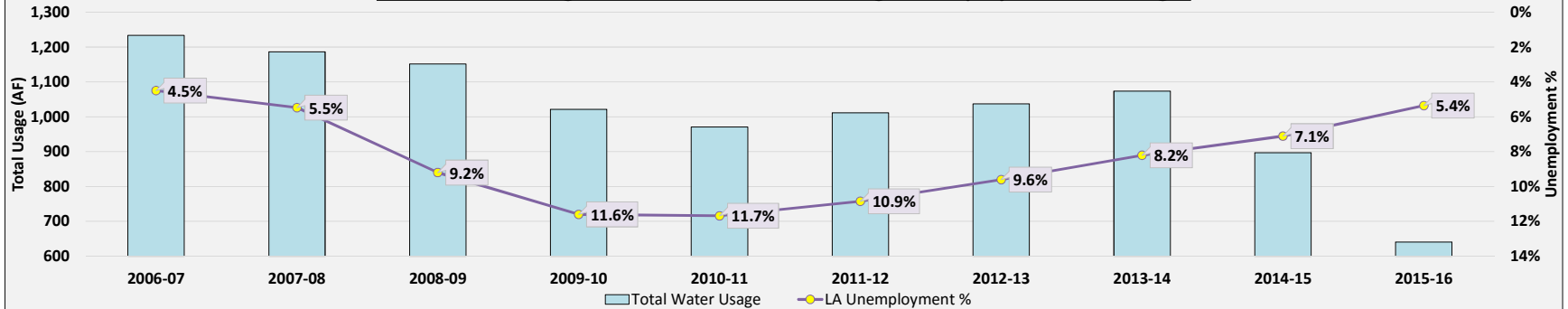
10 Year Water Usage VS Precipitation (SNA #121 Station)



10 Year Water Usage VS Average High Temperature (Santa Ana Fire Station)



10 Year Water Usage VS L.A. Metro Annual Average Unemployment Percentages



East Orange County Retail Zone Water Usage Report

East Orange County Retail Zone Detailed Usage Historical Monthly Potable Usage (Fiscal Year, July-June)

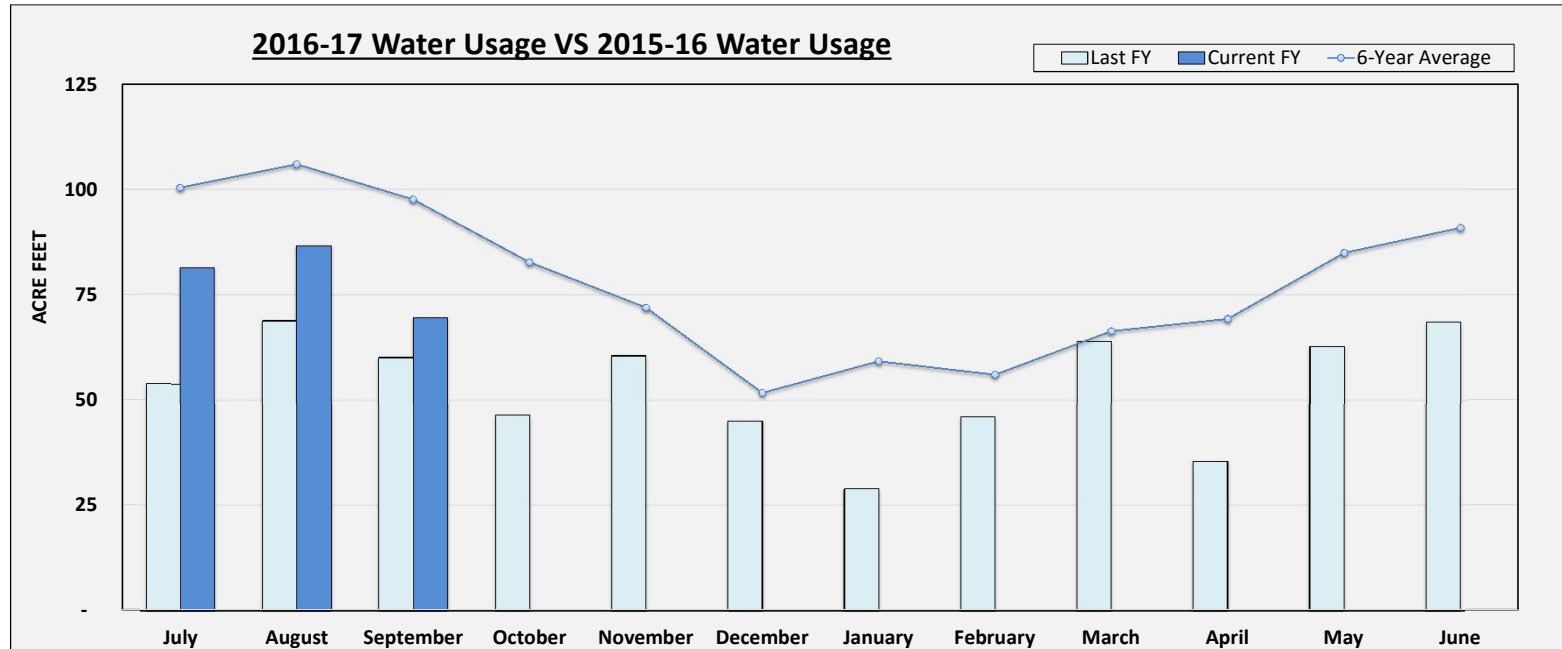
Fiscal Year	July	August	September	October	November	December	January	February	March	April	May	June	Total
2009-10 Usage	123	124	112	97	86	55	52	35	59	74	96	110	1,021
2010-11 Usage	112	118	109	76	73	49	58	55	54	78	92	98	970
2011-12 Usage	120	119	98	88	63	68	71	58	67	65	95	100	1,011
2012-13 Usage	114	118	107	99	75	42	58	62	73	85	101	103	1,037
2013-14 Usage	104	108	111	94	87	66	81	63	69	80	108	103	1,073
2014-15 Usage	100	104	102	93	74	41	59	53	72	73	52	74	897
2015-16 Usage	54	69	60	46	61	45	29	46	64	35	63	69	641
Average of Last 6 FYs	100	106	98	83	72	52	59	56	66	69	85	91	938
Monthly Usage Percentage	11%	11%	10%	9%	8%	6%	6%	6%	7%	7%	9%	10%	100%

Water Usage By Source

Imported	July	August	September	October	November	December	January	February	March	April	May	June	Total
MWD via EO Wholesale	47.8	-	-	-	-	-	-	-	-	-	-	-	47.8
CPTP	-	-	-	-	-	-	-	-	-	-	-	-	-
Imported Total	48	-	-	-	-	-	-	-	-	-	-	-	47.80

Local	July	August	September	October	November	December	January	February	March	April	May	June	Total
OCWD Pumped GW	33.7	86.7	69.7	-	-	-	-	-	-	-	-	-	190.1
Less Fill up Reservoir	-	-	-	-	-	-	-	-	-	-	-	-	-
Less CPTP	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Total	34	87	70	-	-	-	-	-	-	-	-	-	190.10

Total Usage 2016-17	82	87	70	-	-	-	-	-	-	-	-	-	237.90
FY 16-17 versus FY 15-16	+51%	+26%	+16%										

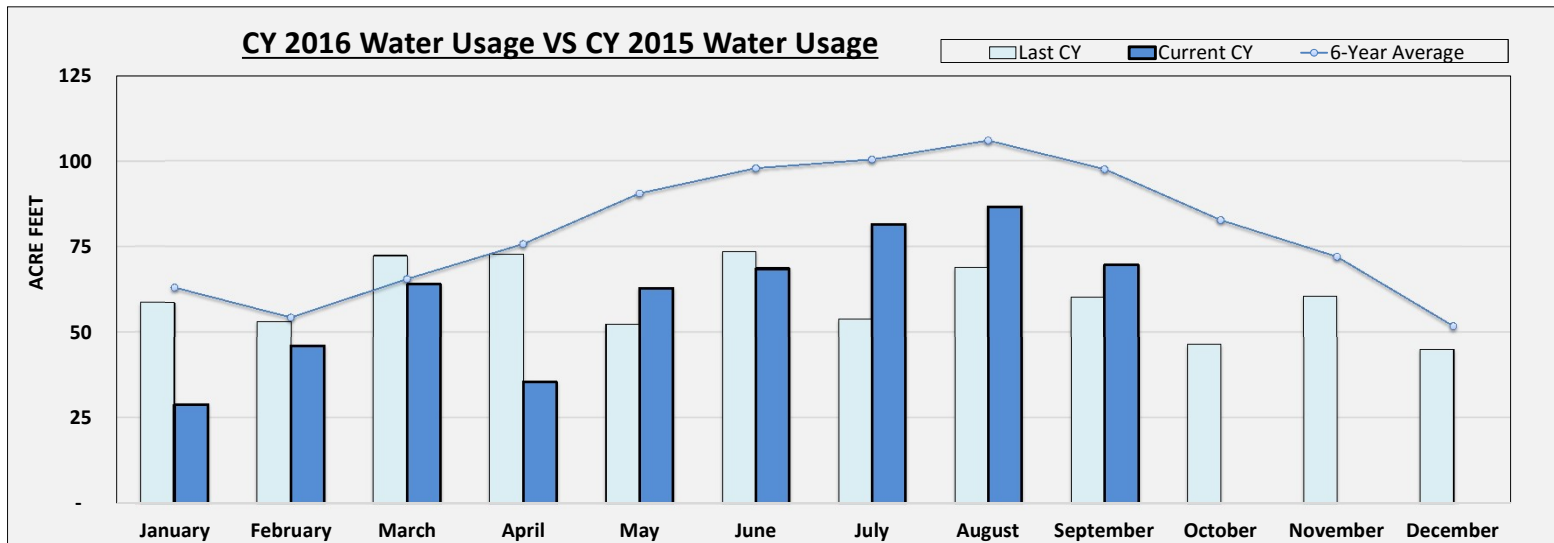


East Orange County Retail Zone Water Usage Report

Historical Monthly Potable Usage (Calendar Year)

Calendar Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2010	52	35	59	74	96	110	112	118	109	76	73	49	962
2011	58	55	54	78	92	98	120	119	98	88	63	68	990
2012	71	58	67	65	95	100	114	118	107	99	75	42	1,010
2013	58	62	73	85	101	103	104	108	111	94	87	66	1,052
2014	81	63	69	80	108	103	100	104	102	93	74	41	1,017
2015	59	53	72	73	52	74	54	69	60	46	61	45	718
6 year Average	63	54	66	76	91	98	100	106	98	83	72	52	958

Total Water Usage 2016	29	46	64	35	63	69	82	87	70	-	-	-	544
2016 VS 2015 Usage	-64%	-27%	-7%	-56%	-42%	-34%	-18%	-17%	-31%				-24%



	Population	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2015 Usage (AF)	3,243	59	53	72	73	52	74	54	69	60	46	61	45	718
2015 GPCD		190	191	235	244	170	247	174	223	202	150	203	146	198
2016 Usage (AF)	3,268	29	46	64	35	63	69	82	87	70	-	-	-	544
2016 GPCD		93	164	206	118	202	228	262	279	232	-	-	-	199
CY over CY change in GPCD		-97	-27	-29	-127	+32	-19	+88	+56	+30				+1

	Population	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
2015-16 Usage (AF)	3,243	54	69	60	46	61	45	29	46	64	35	63	69	641
2015-16 GPCD		174	223	202	150	203	146	94	165	207	119	204	230	176
2016-17 Usage (AF)	3,268	82	87	70	-	-	-	-	-	-	-	-	-	238
2016-17 GPCD		262	279	232	-	-	-	-	-	-	-	-	-	258
FY over FY change in GPCD		+88	+56	+30										+81

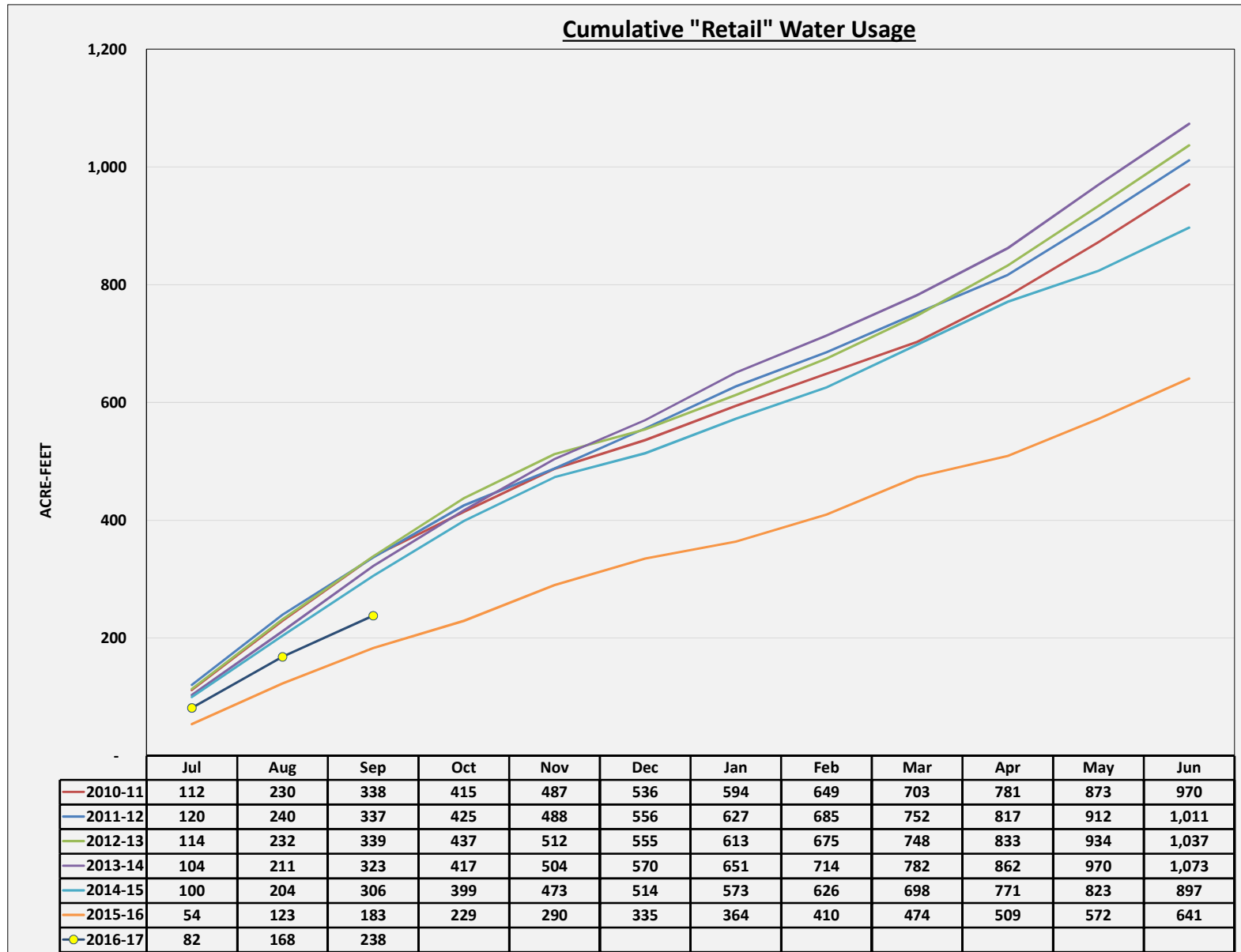
*Cumulative through the end of the last month shown

*GPCD = Total Monthly Production/ Population/days in the month



East Orange County Retail Zone Water Usage Report

Cumulative Water Usage by Fiscal Year



MEMO

TO: BOARD OF DIRECTORS
FROM: GENERAL MANAGER
SUBJECT: CONFERENCE AND MEETING ATTENDANCE REQUEST
DATE: OCTOBER 20, 2016

BACKGROUND

Pursuant to District Resolution No. 658, prior authorization for Board Member conference/meeting attendance and travel is required. There is one upcoming event that Board Members may wish to attend:

- ACWA Fall Conference – Anaheim Registration: \$805 Hotel: * Within 75 miles of District Office – no lodging authorized
A conference agenda is attached.
- MWDOC Water Policy Dinner TBD

FISCAL IMPACT

Conference expenses are estimated to total \$850 per Board Member (Registration includes reimbursement for meals; total cost includes transportation reimbursement). The MWDOC Policy Dinner is estimated to cost \$75 per Board Member. Limited funding is available under Account Nos. 5222-10 (WZ) and 5222-20 (RZ).

RECOMMENDATION

The Board approve attendance at the ACWA Fall Conference and/or the MWDOC Policy Dinner for designated Board Members as desired.

ACWA's 2016 FALL CONFERENCE & EXHIBITION

**BRINGING
WATER
TOGETHER**

November 29 - December 2, 2016
Anaheim, CA



BRINGING WATER TOGETHER

November 29 - December 2, 2016
Anaheim, CA

ACWA BRINGS WATER COMMUNITY TOGETHER IN ANAHEIM



Kathleen J. Tiegs
ACWA President

I'm thrilled to invite you to *"Bringing Water Together"*, ACWA's 2016 Fall Conference & Exhibition, November 29 - December 2 at the Anaheim Marriott. Come discover what unites us in this fascinating and vital world of California water, and let's bring together our seasoned leaders with the next generation of decision-makers to discuss the latest issues driving California water.

This year's conference will explore the increasing regulatory, environmental, and economic pressures that have pushed water agencies across California to find new ways to provide reliable and affordable service. With over 80 meeting and program sessions, the conference is designed to help your organization stay informed and updated on a variety of local, statewide and federal water issues and policies.

The conference also offers continuing education credits in the legal, financial, energy, and drinking water areas for professionals seeking contact hours. There will be multiple venues to network and connect with California's current and future water leaders. This conference is a "must attend" for those new to the water industry who desire a forum to gain knowledge, meet those currently in the industry and learn about professional advancement opportunities. So make sure you extend an invitation to up and coming leaders within your organization!

Don't forget to stop by the ACWA Exhibit Hall featuring vendors whose products and services offer a variety of solutions for your agency. From legal, financial and public relations, to software and energy solutions - don't miss your chance to see what's new in our industry!

So join us for *"Bringing Water Together"*, in Anaheim! I look forward to connecting with you so that we can grow and strengthen our industry together!

Warm regards,

A handwritten signature in black ink that reads "Kathleen J. Tiegs". The signature is fluid and cursive, with the first name being the most prominent.

Kathleen J. Tiegs
ACWA President

CONFERENCE HIGHLIGHTS

WEDNESDAY OPENING BREAKFAST

Wednesday, November 30 | 8:00-9:45 AM

Unlocking the Science Behind Atmospheric Rivers



*Dr. Martin Ralph, Director
Center for Weather and Water
Extremes, Scripps Institution of
Oceanography, UC San Diego*

Storms fueled by atmospheric rivers can make or break a water year in California. Dr. Martin Ralph is a leader in advancing scientific understanding of atmospheric rivers. The results of this cutting-edge research have the potential to improve short-term precipitation forecasting and operational decisions at key reservoirs to maximize water supply while maintaining public safety. Please join your colleagues for this insightful keynote presentation during the Opening Breakfast.

THURSDAY LUNCHEON

Thursday, December 1 | 11:45 AM-1:45 PM

Collaboration in Times of Changing Climate



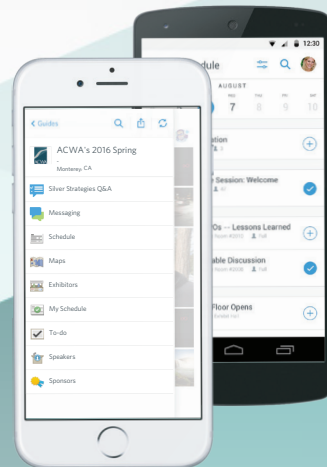
*Mary D. Nichols, Chair
California Air Resources Board*

Ten years after Governor Schwarzenegger signed AB 32 (Nunez), the Global Warming Solutions Act of 2006, Governor Brown has signed SB 32 (Pavley), which ends the State's climate change program and commits California to additional greenhouse gas emissions reductions. The California Air Resources Board (ARB) implements this program, including the Cap-and-Trade market with funding for projects to achieve such emission reductions.

Mary D. Nichols serves as Chair of the ARB. Governor Schwarzenegger appointed her to this position in 2007, and she continues

to serve in the position as Governor Brown's leader on climate change and clean air. Having been the USEPA Assistant Administrator of Air and Radiation during the Clinton Administration and the Secretary of the California Resources Agency during the Davis Administration, she brings broad experience to this role. Come hear Chair Nichols speak about the evolution of the State's climate change program, including cap-and-trade funding, renewable energy, and the need to collaborate on improved forest management to address the impact of frequent and severe forest fires on water quality, air quality and climate change.

ACWA CONFERENCE MOBILE GUIDE AVAILABLE IN NOVEMBER



Schedule, Maps, Twitter
and more on your
mobile device -
completely free.

IN NOVEMBER! Scan to download!



OR visit www.guidebook.com/getit

REGIONAL & STATEWIDE ISSUES

Wednesday, November 30 | 10:00-11:30 AM

Statewide Issue Forum

How Corporate California is Raising the Bar on Conservation and Sustainability

There has been tremendous focus on how individual Californians are responding to the drought. From changing out landscape to installing low-flow fixtures to taking shorter showers, individual Californians have made tremendous strides to reduce water use and change habits permanently. Corporate California is also taking major steps to improve water efficiency in its operations and processes. Companies large and small are also adopting sustainability programs to protect environmental values. This program will showcase these corporate water efficiency and sustainability initiatives.

Wednesday, November 30 | 10:00-11:30 AM

Region 8 Program

Think Global, Act Local: Why Local Projects Matter

Region 8 will host a program that will discuss the importance of local water supply reliability projects. Inconsistent State Water Project allocations and continued drought conditions have highlighted the need for local water supply reliability. This program will feature experts on a variety of water reliability projects including desalination, stormwater capture, and recycled water. The program will also include updates on water supply conditions on the Colorado River and the Owens Valley

Thursday, December 1 | 2:00-3:15 PM

Statewide Issue Forum

Emerging Framework for Long-term Urban Water Conservation Policy

The Governor's Executive Order B-37-16 directs the Department of Water Resources and the State Water Resources Control Board to develop a "framework" for long-term urban water conservation policy that will help make water conservation "a California Way of Life". Come hear the latest details about this emerging "framework" and some perspective from a response panel representing water agencies engaged in this process.

Wednesday, November 30 | 2:00-3:15 PM

Region 1 Issue Forum

A New Frontiers in Water Operations: Atmospheric Rivers, Subseasonal to Seasonal Predictions and Weather Forecasting Technology

Atmospheric River-driven storms can make or break a water year in the West. An interagency, cross-disciplinary team of experts is exploring the viability of utilizing forecasts of atmospheric rivers and their heavy precipitation in operational decisions at key western reservoirs that have been plagued by drought. Such forecasts could provide sufficient notice of these events to enable prudent planning and adaptable operation so that water managers would be better positioned to maximize water supply while maintaining public safety. Additionally, water decisions across the West can benefit from longer lead time information on precipitation from weeks to seasons in advance. This program will provide an overview of atmospheric rivers, subseasonal-to-seasonal precipitation prediction needs, related weather forecasting technology, and their potential benefits to the future of water management.



Coyote Hills Golf Course, Fullerton, CA



2016 FALL CONFERENCE GOLF TOURNAMENT

Tuesday, November 29, 2016 • Coyote Hills Golf Course, Fullerton, CA

ENTER TO PLAY TODAY!

Go to www.acwa.com to download entry form.

EXHIBIT HALL



WHERE

Marquis Ballroom in the Anaheim Marriott

WHAT'S HAPPENING IN THE HALL...

- **Dedicated Exhibit Hall Hours**
One-on-one time with vendors from around the United States whose products and services may offer you just the right solutions
- **Popular Tuesday Welcome Reception (5:00–6:30 PM)**
Network with the California water community!
- **Win a Conference Registration Package!**

INTERESTED IN EXHIBITING?

Visit www.acwa.com for details.

EXHIBITOR TECHNICAL PRESENTATIONS

Come learn about new tools and services available to the California water community by attending one of the eight Exhibitor Technical presentations during the conference.

CONFERENCE PROGRAMS

Programs are subject to change without notice.

ATTORNEYS PROGRAMS

These programs are approved by the State Bar of California for attorneys to receive general MCLE credits.

Wednesday, November 30 | 10:00-11:30 AM

Groundwater Sustainability Agency Funding Options

A discussion of possible groundwater sustainability agency (GSA) funding options, including Proposition 26, Proposition 218 and other tools being used by those currently forming GSAs. Hear about what the drafters intended possible funding options to be when writing the Sustainable Groundwater Management Act (SGMA). Get the latest update on how courts interpret the use of Proposition 218 and Proposition 26 for imposing fees and charges. Finally, learn about what current GSAs are contemplating to raise money to form GSAs and prepare groundwater sustainability plans.

Wednesday, November 30 | 2:00-3:15 PM

Drought, Conservation Pricing & the Law

Thursday, December 1 | 9:30-11:00 AM

The Pitfalls of Transfers

Thursday, December 1 | 2:00-3:15 PM

State Water Resources Control Board Curtailments

In 2015, the State Water Resources Control Board imposed curtailments against pre- and post- 1914 water rights holders. They immediately pursued enforcement actions against two districts for violating the curtailments. The enforcement hearings were halted after the prosecution team put on their case after the districts moved to dismiss. The hearings have been closed and no more evidence will be taken. We are waiting for the written ruling from the Board. This panel will educate the audience about the shortcomings in the Board's curtailment process and enforcement action.

JOIN US FOR "THE BIG REVEAL"

Wednesday, November 30
we're holding a special
unveiling for our members.
Stay tuned. [#ACWABigReveal](#)

AQUATIC RESOURCES SUBCOMMITTEE PROGRAM

Wednesday, November 30 | 2:00-3:15 PM

LA River Restoration: How's It Going?

In 2002, the City of Los Angeles began developing a Revitalization Master Plan for the Los Angeles River, targeting 32 of the 51 miles of river that travel through urban Los Angeles for environmental restoration and creation of open space, parks, and trails. How is this joint effort between the City of Los Angeles, the County of Los Angeles, and the US Army Corps of Engineers progressing? And what potential impacts and benefits will the restoration of the LA River have on water suppliers? Come to this session to find out!

ENERGY COMMITTEE PROGRAMS

These programs may count towards the Certified Energy Manager (CEM) continuing education credit.

Wednesday, November 30 | 10:00-11:30 AM

Energy Storage Wars

When the electricity mix that powers California's grid is composed of 50% or more renewable energy sources, energy storage will be a critical component in ensuring resource adequacy and grid stability. But with the array of energy storage technologies that are now available, which are the best investments? What are the advantages of batteries, pumped storage, and other technologies? Come to this session to learn the ins and outs of various technologies, and which might be a good investment for your water agency.

Wednesday, November 30 | 3:30-4:45 PM

Energy Efficiency for Water Agencies

These days, there is a lot of focus on new technologies that water agencies can incorporate into their operations in order to generate electricity and save money on energy bills. But let's not forget about energy efficiency. California offers opportunities for water agencies to receive free system efficiency audits, and even funding for system efficiency upgrades. Come to this session to learn how these programs work, and how they can help your agency save energy and money. Learn about funding opportunities from the Department of Water Resources, California Energy Commission, and individual electric utilities that might benefit your agency.

COMMUNICATIONS COMMITTEE PROGRAM

Wednesday, November 30 | 10:00-11:30 AM

Transparency 2.0: What You Need to Know about Public Records Act Requirements in the Digital Age

With the passage of recent legislation and an uptick in Public Records Act requests, transparency in the digital age is a growing area of focus for local public water agencies. Find out what you need to know about ever-evolving Public Records Act requirements and hear best practices and case studies from your colleagues for ensuring compliance and good customer communications and service.

FINANCE PROGRAMS

CPAs may receive continuing education credit by attending these programs.

Wednesday, November 30 | 10:00-11:30 AM

Forecasting Water Demand

For a water agency, demand forecasts are the foundation assumption underpinning long-term supply, capital and financial planning. This session will explore some of the challenges agencies face in developing these forecasts. What are some of the alternative ways to develop forecasts? How often should they be updated to reflect new information? How do we reconcile forecasts used for different purposes—e.g. supply and financial planning? How to consider the recent significant reductions in demand resulting from the drought? How do agencies understand/test the impacts of being wrong?

Wednesday, November 30 | 3:30-4:45 PM

Capital Markets & Capital Financing

The recent UK Brexit vote and economic trends in the national and world economy have resulted in the Federal Reserve postponing expected rate increases. Long-term municipal interest rates are near historic lows, indicating that it would be an excellent time to borrow funds to build capital projects. Come hear from experts regarding the outlook for interest rates and ways to take advantage of currently low rates.

Thursday, December 1 | 9:30-11:00 AM

Retail Rate Development and Financial Planning Tools

What are the tools available to agencies today to support retail utility rate development and long term financial planning? How are agencies using these tools? Do these tools lend themselves to supporting required financial disclosures associated with debt issuance and administration? When selecting a new financial planning model, or seeking to upgrade an existing rate model, what factors should agencies consider?

WATER INDUSTRY TRENDS PROGRAMS

These programs may qualify for attendees to receive drinking water certification credit approved by the State Water Resources Control Board.

Wednesday, November 30 | 2:00-3:15 PM

Drinking Water Issues Update

Facing challenging operating conditions and drinking water headlines in the news, water agencies remain focused on delivering safe drinking water to their customers. Learn more about how water agencies are responding to today's challenges and are communicating safe drinking water issues in the wake of Flint, toxic algae blooms and other issues, as well as how recent legislative and regulatory developments will affect water agencies moving forward.

Thursday, December 1 | 9:30-11:00 AM

Water Storage Issues Update

The California Water Commission has developed draft regulations that will establish the "rules of the road" for allocating Proposition 1's \$2.7 billion for new storage projects. Learn more about the Commission's process, how water storage project proponents are planning for the new regulations and other key issues related to the development of new water storage in California.

Thursday, December 1 | 2:00-3:15 PM

Water Recycling Issues Update

Key recent developments related to recycled water have the potential to impact the work of water agencies to develop and enhance their recycled water supplies. Representatives from the State Water Board and water agencies implementing innovative recycling projects will update you with the latest on what's happening in Sacramento and around the state.

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information about sponsorship.**

THURSDAY DINNER & ENTERTAINMENT

DOLLY PARTON & CONWAY TWITTY TRIBUTE

Thursday, December 1 | 7:00-9:00 PM

Join your colleagues and friends during the ACWA 2016 Fall Conference & Exhibition Thursday Night Dinner celebrating two of country music's biggest icons. Sandy Anderson - A Dolly Parton Tribute and Mike Walker - Conway Remembered, will entertain you with all of the favorites performed by these two entertainers.



Sandy Anderson traded in working 9 to 5 for singing "9 to 5" when she began her award winning tribute to Dolly Parton a decade ago. The Las Vegas-based entertainer has even performed a duet with Dolly herself - the two of them charming fans at Dollywood with a sassy version of "Anything You Can Do I Can Do Better." She has portrayed Dolly with the world famous "Legends in Concert" show at such illustrious venues as the Imperial Palace and Harrah's in Las Vegas, The Grand Palace in Branson, and the Legends Theater in Myrtle Beach, SC.

Sandy truly becomes Dolly when she performs. Her glamorous costumes and wigs create a striking visual resemblance to the Country Music icon and her singing voice is a dead-ringer for Dolly's; setting the stage for a very memorable performance. She even includes the trademark Dolly comedy routine, which begins with, "It costs a lot of money to look this cheap."



Conway Twitty had 55 #1 hits. He left millions of fans all over the world. Mike Walker brings Conway back to the stage where Conway was most adored and remembered. "Conway Remembered", reflects Conway Twitty live in concert. As a well-loved country music artist, Conway Twitty's spirit lives on through the talent of Mike Walker despite Twitty's untimely death in 1993. Mike Walker will amaze guests with his stunning vocals and renditions of beloved Twitty songs, including 'Hello Darling,' 'Slow Hand,' 'Don't Take It Away,' 'After the Fire is Gone,' 'I May Never Get to Heaven,' and many more favorites. These heartfelt lyrics are performed by Walker with the same inflection and passion that Conway Twitty expressed over 20 years ago, pouring his heart and soul into every incredible song.

**Attire is casual.
Western wear is encouraged.**

2016 ACWA FALL CONFERENCE CONFERENCE AGENDA

Programs are subject to change without notice.

ACWA/JPIA - MONDAY, NOV. 28

8:30 - 10:00 AM

- ACWA/JPIA Employee Benefits Committee

10:15 - 11:15 AM

- ACWA/JPIA Executive Committee

1:30 - 4:00 PM

- ACWA/JPIA Board of Directors

4:00 - 5:00 PM

- ACWA/JPIA Town Hall

5:00 - 6:00 PM

- ACWA/JPIA Reception

TUESDAY, NOV. 29

8:00 AM - 6:00 PM

- Registration

8:30 AM - Noon

- ACWA/JPIA Seminar

10:00 - 11:45 AM

- Groundwater Committee
- Local Government Committee

11:00 AM - Noon

- Outreach Task Force

Noon - 2:00 PM

- ACWA 101 & Luncheon
- Committee Lunch Break

1:00 - 2:45 PM

- Energy Committee
- Finance Committee
- Scholarship & Awards Subcommittee
- Water Management Committee

1:30 - 3:30 PM

- ACWA/JPIA: Sexual Harassment Prevention for Board Members & Managers (AB 1825)

3:00 - 4:45 PM

- Communications Committee
- Federal Affairs Committee
- Membership Committee
- Water Quality Committee

5:00 - 6:30 PM

- Welcome Reception in the Exhibit Hall

WEDNESDAY, NOV. 30

7:30 AM - 5 PM

- Registration

8:00 - 9:45 AM

- Opening Breakfast *(Ticket Required)*

9:00 AM - Noon & 1:30 - 5:00 PM

- Exhibit Hall

10:00 - 11:30 AM

- Attorneys Program
- Communications Committee Program
- Energy Committee Program
- Exhibitor Technical Presentation
- Finance Program
- Region Issue Forum
- Statewide Issue Forum
- Water Industry Trends Program

11:30 - 11:45 AM

- Prize Drawing in the Exhibit Hall

11:45 AM - 1:45 PM

- Luncheon *(Ticket Required)*

2:00 - 3:15 PM

- Aquatic Resources Subcommittee
- Attorneys Program
- Exhibitor Technical Presentations
- Region Program
- Statewide Issue Forum
- Water Industry Trends Program

3:30 - 4:45 PM

- Energy Committee Program
- Exhibitor Technical Presentation
- Finance Program
- Local Government Committee Program
- Statewide Issue Forum
- Water Industry Trends program

4:00 - 6:00 PM

- Legal Affairs Committee

5:00 - 7:00 PM

- CalDesal Hosted Mixer
- CH2M Hosted Reception

THURSDAY, DEC. 1

7:30 AM - 4 PM

- Registration

8:00 AM - Noon

- Exhibit Hall

8:00 - 9:15 AM

- Networking Continental Breakfast *(Ticket Required)*

9:30 - 11:00 AM

- Attorneys Program
- Exhibitor Technical Presentations
- Finance Program
- Joint Communications / Groundwater Program
- Region Issue Forum
- Statewide Issue Forum
- Water Industry Trends Program

9:30 - 11:45 AM

- Ethics Training (AB 1234) - *Limited Seating*

11:00 - 11:30 AM

- Prize Drawings in the Exhibit Hall

11:45 AM - 1:45 PM

- Luncheon *(Ticket Required)*

2:00 - 3:15 PM

- Attorneys Program
- Exhibitor Technical Presentations
- Federal Issues Forum
- Statewide Issue Forum
- Water Industry Trends Programs

3:30 - 5 PM

- Regions 1 -10 Membership Meetings

6:00 - 7:00 PM

- Outreach Reception

7:00 - 10:00 PM

- Dinner & Entertainment *(Ticket Required)*

FRIDAY, DEC. 2

8:00 - 9:30 AM

- Registration

8:30 - 10:00 AM

- ACWA's Hans Doe Past Presidents' Breakfast in Partnership with ACWA/JPIA *(Ticket Required)*

OTHER EVENTS

TUESDAY, NOV. 29

7:00 AM - 4 PM

- ACWA Fall Conference Golf Tournament *(Pre-Registration Required)*

THURSDAY, DEC. 1

6:45 - 8:30 AM

- San Joaquin Valley Agricultural Water Committee

REGISTRATION TERMS & CONDITIONS

ACWA 2016 Fall Conference & Exhibition
November 29–December 2, 2016 | Anaheim Marriott

Register online @ acwa.com

Regular registration and cancellation deadline is November 1, 2016 • 4:30 p.m. (PST)

WHO IS ELIGIBLE FOR “ACWA ADVANTAGE” PRICING?

ACWA Advantage pricing is available to the following registrants:

- An officer or director of an ACWA member agency.
- A person directly employed by an ACWA public agency member, affiliate or associate organization. This does not include independent contractors, service providers, or third-party vendors.
- Any ACWA board member whose fee is paid for by member agency.
- Any state or federal administrative or legislative personnel in elected, appointed or staff positions.
- Staff of ACWA/JPIA and Water Education Foundation.
- Any individual or honorary life member of ACWA.

ONE-DAY REGISTRATION

By choosing a Wednesday registration, you are entitled to attend the Welcome Reception on Tuesday evening and all programs on Wednesday. By choosing a Thursday registration, you are entitled to attend all programs on Thursday and the option to attend the Friday closing breakfast, with the purchase of a meal ticket.

CANCELLATIONS & CHANGES

All registration changes and cancellations must be made in writing by the event registration deadline. Valid cancellation requests will receive a refund of any registration fees paid minus a \$75 processing charge. For payments originally made by credit card, refunds can be issued back onto the credit card within 60 days. Otherwise, a refund will be issued by check. No refunds or registration changes will be granted after the registration deadline. Submit request in writing to Teresa Taylor at TeresaT@acwa.com.

SUBSTITUTIONS

Event registrations are transferable from one participant to another within the same organization. Please submit your request in writing before the event registration deadline to Teresa Taylor at TeresaT@acwa.com. Include the original registrant's name, the new person's name, title and email address with your request. After the registration deadline, substitutions will be handled on-site. Only one substitution is permitted per original registrant. The individual submitting the substitution request is responsible for all financial obligations (including any balance due) associated with the original registration. There is no fee to transfer an eligible registration.

SPECIAL REQUESTS & ACCOMMODATIONS

Special requests must be submitted in writing to Teresa Taylor at TeresaT@acwa.com. Participants are encouraged to submit special requests as soon as possible. If you have a disability that requires an accommodation, please contact Melanie Medina at MelanieM@acwa.com or call toll free at (888) 666-2292 to discuss your needs.

REFUNDS

Except as otherwise provided in this document, all payments and fees are nonrefundable after the registration deadline.

MEAL TICKETS

After registration deadline, meal tickets are not eligible for exchange, refund or credit.

NONATTENDANCE

Registrants who fail to attend the event, in part or in whole, are not eligible for a refund or credit and will be billed for any balance due.

GUEST REGISTRATION

Guest registration is available to a spouse, companion or guest of an ACWA event registrant. Guest registration is not available to any employee of a public agency, associate or affiliate/mutual water company. Guest registration is also not available to anyone with a professional reason to attend for purposes of learning or business. The guest registration includes admission to the Exhibit Hall, the opening reception and the ability to purchase meal tickets and attend meal functions.

Guest registrants are not eligible for cash or prize drawings.

Questions? Contact us at 916.441.4545, toll free 888.666.2292.

REGISTRATION FORM

November 29-December 2, 2016 | Anaheim Marriott

Register online @ acwa.com

Regular registration and cancellation deadline is November 1, 2016 • 4:30 p.m. (PST)

ATTENDEE INFORMATION

First Name	Last Name	Title		
Organization	Address	City	State	Zip
Phone	Attendee E-mail	CC E-mail		

GUEST INFORMATION (Guest registration is not available to anyone with a professional reason to attend.)

First Name	Last Name
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REGISTRATION FEES & OPTIONS	REGULAR	ONSITE	AMOUNT
Advantage (For ACWA public agency members, affiliates & associates ONLY)	(ends 11/1/16)		
Full Conference Registration & Meals Package	\$695	Not Avail.	_____
Full Conference Registration Only	\$535	\$560	_____
One-Day Conference Registration: Wednesday (11/30) -OR- Thursday (12/1)	\$300	\$325	_____
Standard (Applies to non-members of ACWA)			
Full Conference Registration Only	\$805	\$830	_____
One-Day Conference Registration: Wednesday (11/30) -OR- Thursday (12/1)	\$450	\$475	_____
Guest (Guest registration is not available to anyone with a professional reason to attend.)			
Guest Conference Registration	\$45	\$45	_____

MEAL FUNCTIONS	QUANTITY	REGULAR	ONSITE	AMOUNT
Wednesday - November 30				
Opening Breakfast	_____	\$45	\$50	_____
Wednesday Luncheon	_____	\$50	\$55	_____
Thursday - December 1				
Networking Continental Breakfast	_____	\$35	\$40	_____
Thursday Luncheon	_____	\$50	\$55	_____
Thursday Dinner	_____	\$65	\$70	_____
Friday - December 2				
Friday Breakfast	_____	\$45	\$50	_____
Total Due to ACWA				_____

PAYMENT INFORMATION

Enclosed is check (if available, # _____) payable to ACWA
Send payment to: ACWA, 910 K Street, Ste. 100 • Sacramento, CA 95814

Please charge my fee to my credit card.
You must call ACWA Accounting at 916-441-4545 and provide your credit card information over the phone.

Submit Completed Form: Click "Submit Form" at top of screen or e-mail to TeresaT@acwa.com.
Questions? Call 916.441.4545

ASSOCIATION OF CALIFORNIA WATER AGENCIES

910 K Street, Suite 100, Sacramento, CA 95814-3577

ASSOCIATION OF CALIFORNIA WATER AGENCIES

ACWA's 2016 FALL CONFERENCE & EXHIBITION

BRINGING WATER TOGETHER

November 29 – December 2, 2016
Anaheim, CA



JOIN US FOR "THE BIG REVEAL"

Someday, you can tell your grandkids you were at the ACWA conference when the association did The Big Reveal.

That's right, on Wednesday we're holding a special unveiling for our members. Stay tuned.

#ACWABigReveal

MEMO

TO: BOARD OF DIRECTORS
FROM: GENERAL MANAGER
SUBJECT: GENERAL INTEREST PUBLICATIONS
DATE: OCTOBER 20, 2016

BACKGROUND

Attached to this memo is a copy of information pertinent to current events in the water industry:

- *"Delta Restoration: Welcome Signs of Progress"* Jeff Kightlinger, General Manager, MWDSC
October 12, 2016
- *"Delta Peril: Loma Prieta memories should remind"* John Laird, Secretary, Natural Resources Agency
October 17, 2016

RECOMMENDATION

Information only; no action required.

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Delta Restoration: Welcome Signs of Progress

October 12, 2016

By General Manager Jeffrey Kightlinger

When surveyed in 2012 by the Public Policy Institute of California, scientists who conduct research in the Sacramento-San Joaquin Delta stated that the restoration of habitat, above all other actions, was their highest priority. Progress has come slowly, but it is finally beginning to happen thanks to direct actions by Metropolitan and other public water agencies.

On Sept. 19, Metropolitan was on hand to celebrate the commencement of the first tidal wetlands restoration project to help achieve a 2008 federal directive to restore 8,000 such acres throughout the Delta. The location is the Suisun Marsh next to Grizzly Bay, where a former duck club known as Tule Red will be converted into 710 acres of tidal wetlands for delta smelt,

salmon and other important fish species.

Metropolitan helped to jump-start this project back in 2011 when the board of directors voted to provide a third of the funds to purchase this property. It was a vote that showed Metropolitan was serious about improving the ecological condition of the Delta – and making that happen as soon as possible.

An estimated 95 percent of the Delta's tidal wetlands have been erased over the years as 1,100 miles of levees converted an ever-shifting marshland into a static set of islands. The result is a Delta that produces a fraction of the food for fish that it once did. The rock-lined river landscape provides no shelter for juvenile salmon, a likely reason why the majority of these young fish don't survive the passage through the Delta based on numerous studies and are eaten by predators, both native and non-native.

Tidal wetlands provide both food and shelter, and the Delta desperately needs both. The Tule Red project is a signature effort by the State and Federal Contractors Water Agency, which was created by Metropolitan and other water agencies to share expenses to advance both restoration and new Delta ecosystem science research. When complete in 2018, the project will be intensely monitored to advance the knowledge and techniques of successful restoration for this and future projects.

Funds from Metropolitan will also help complete another project to help salmon, this one in the far reaches of the Yolo Bypass at a site known as Wallace Weir. Adult salmon migrating north from the Delta can end up in the bypass, where they are trapped and cannot get back to the Sacramento River and their native spawning grounds. Replacing the seasonal earthen dam at Wallace Weir with a permanent, operable structure will help wildlife agencies rescue these adult salmon and sturgeon as part of a broader effort to improve fish passage in the bypass. A local agency, Reclamation District No. 108, is doing the construction work. It's an example of how local, state and federal agencies with the financial support of Metropolitan and other water agencies are making real progress on the ground.

The scientists are right. Restoration is important. And it is now happening. For more information on projects on the horizon, visit the California EcoRestore website at <http://resources.ca.gov/ecorestore>

[Opinion](#) > [Commentary](#)

Laird: Loma Prieta memories should remind of Delta's peril



Passersby stream into Ford's department store in Santa Cruz to help dig out victims minutes after the Loma Prieta Earthquake struck October 17, 1989. (Dan Coyro — Santa Cruz Sentinel file)

By **JOHN LAIRD**

PUBLISHED: October 16, 2016 at 8:00 am | UPDATED: October 17, 2016 at 6:42 am

Twenty-seven years ago, on Oct. 17, 1989, I was a City Council member going about my normal business in Santa Cruz. I returned home in time for game three of the Giants v A's World Series. As I settled in, the TV jumped at me. A 6.9 earthquake centered about ten miles away was shaking the region.

I ran out through the kitchen as dishes pitched out of the cupboards. Outside I couldn't take my eyes off a neighbor's palm tree as it waved almost to the ground. Eventually, I made my way to City Hall at the edge of our decimated downtown. I rode with the city manager to the emergency center, passing through a neighborhood being evacuated because of a major gas leak.

By radio, we heard that 70 miles to the north a freeway had collapsed, the Marina neighborhood was burning, and a piece of the Bay Bridge was down.

The Loma Prieta earthquake was responsible for 63 deaths, 3,757 injuries and an estimated \$6 to \$10 billion in property damage. In Santa Cruz County alone, unemployment quadrupled within a few days and statewide, an estimated 7,000 people lost their jobs.

Unfortunately, the likelihood of another large earthquake is growing. The most recent study from the U.S. Geological Survey found a 72 percent probability of a 6.7 or greater magnitude earthquake striking the San Francisco Bay Area before 2043, with the odds of a major earthquake rising each year we don't have one.

Since Loma Prieta, the Bay Area has spent more than \$22 billion on infrastructure upgrades. But much more needs to be done – especially when it comes to protecting one of the state's largest supplies of clean water.

Roughly 70 percent of the Bay Area's water supply comes from the Sacramento-San Joaquin Delta or its tributaries. A third of the Southern California's water supply, on average, comes from the Delta. The State Water Project, centered in the Delta, provides water to districts serving twenty-five million Californians – from the Silicon Valley to San Diego – and serves three million acres of irrigated agriculture.

In 2005, the governor signed a bill I authored as a state assemblyman that asked the California Department of Water Resources to evaluate the impacts of various disasters on the Delta.

The resulting report indicated that our Delta water infrastructure and the surrounding ecosystem are at serious risk. Some Delta levees are in danger of liquefying during an earthquake. There are 1,100 miles of levees holding back water from Delta islands and with many of these islands below sea level, salt water from the San Francisco Bay would drain into the Delta. This salt water contamination could render clean water supplies unusable. A strong earthquake could cause water outages for months or even years.

We must safeguard the water supplies that flow through the Delta with an upgrade to outdated and imperiled infrastructure. Gov. Jerry Brown's proposed California WaterFix would do that by moving water underground in seismically safe, flood-proof tunnels. If disaster were to strike the central Delta, enough water to meet basic health and safety needs could still be delivered to the millions of people who depend on it.

On the anniversary of Loma Prieta, we should remind ourselves that we can either act through leadership or crisis. California has the opportunity to lead the way in preparing for the future. The governor's proposal is a necessary insurance against such ground-shaking disasters. In California, it's not if the next earthquake happens, but when. We must be ready.

John Laird is Secretary of the California Natural Resources Agency. He wrote this for The Mercury News.

Tags: [Earthquake](#)



John Laird

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